



Goa Natural Gas Pvt. Ltd.

(A JV of GAIL GAS LIMITED & BPCL)

Plot No. 33 Rajan Villa, Journalist Colony, Porvorim, Goa. Pin-403521

Tender Document for

**Hiring agency for Operation & Maintenance of Compressor
(B 30-30) installed at M/s. West Coast Petroleum, North
Goa.**

Tender No. GNGPL/C&P/T-20

DOMESTIC COMPETITIVE BID

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GCC:

GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE AT OFFICE OF GNGPL AND/OR ON WEBSITE ALSO. GCC SHALL BE PART OF THIS TENDER. BIDDER SHALL READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF GCC BEFORE SUBMITTING THE BID. ANY BIDDER WHO HAS SUBMITTED THE BID SHALL BE DEEMED THAT HE/HER/COMPANY HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF GCC.

SECTION-I
INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: GNGPL/C&P/T-20

Date: 06.11.2020

To,
PROSPECTIVE BIDDERS,

SUB: Hiring agency for Operation & Maintenance of Compressor (B 30-30) installed at M/s. West Coast Petroleum, North Goa

Dear Sir/Madam,

- 1.0 GNGPL, a JV of GAIL GAS LTD and BPCL is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Geographical Areas of North Goa and Ponda for distribution of CNG and PNG to various consumer segments, invites bids from domestic bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 **The brief details of the tender are as under:-**

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Hiring agency for Operation & Maintenance of Compressor (B 30-30) installed at M/s. West Coast Petroleum, North Goa
(B)	TENDER NO. & DATE	GNGPL/C&P/T-20 Dated: 06.11.2020
(C)	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM (2 ENVELOPE)
(D)	TYPE OF TENDER	DOMESTIC TENDERING
(E)	COMPLETION/CONTRACT PERIOD	TWO YEAR (s) FROM THE DATE OF NOTIFICATION OF AWARD
(F)	TENDER FEE	NOT APPLICABLE
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT: RS. 62,000/- (REFER CLAUSE NO.16 OF ITB)
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date: 20.11.2020 Time: 15:00 Hrs at GNGPL Office
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date: 20.11.2020 Time: 16:00 Hrs at GNGPL office
(K)	CONTACT DETAILS	Shri Nilesh Nagawade Sr.Manager, CGD Email Id: nileshnagawade@bharatpetroleum.in ; And contracts@goanaturalgas.com Ph.: 0832-2410266 GNGPL. Plot 33 Rajan Villa, Journalist Colony, Porvorim. Go-403 521

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 4.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website www.goanaturalgas.com and www.eprocure.gov.in, if required and submit (offline) their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Clarification(s)/Corrigendum(s), if any shall also be available on above referred websites and/or will be sent on address/E-mail of prospective bidders/available at GNGPL office.
- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 9.0 GNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of GNGPL

**AJAY KUMAR JINDAL,
CEO**

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)
(TO BE READ IN CONJUNCTION WITH BIDDING
DATA SHEET (BDS)

CONTENT OF SECTION-II:

- 1. PART-1: BEC AND AWARD METHODOLOGY**
- 2. PART-2: OTHER INSTRUCTIONS TO BIDDERS**

SECTION-II

PART-1: BEC AND AWARD METHODOLOGY

A1 Bid Evaluation Criteria (BEC):

1] TECHNICAL CRITERIA:

Bidder should furnish documents in support of the following criteria, failing which the offer shall not be considered for bid evaluation:

- 1.1 Bidder should have an experience in providing Comprehensive Annual Maintenance (CAMC) services of CNG Compressor Packages in CGD industry.
- 1.2 The Bidder should submit have executed a single Work Order/contract of services as mentioned in clause no.1.1 for minimum value of Rs. 2.33 Lakhs in any of the last Seven (07) year reckoned from bid due date.

Note:

1. In case, bidder is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value/quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by the end user / owner / authorized consultant. For this also the minimum executed value/quantity in a single contract criteria will be as prescribed above.
2. Experience acquired by a bidder as a sub-Contractor shall not be taken into account for qualification of above BEC-Technical.
3. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of -the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
4. Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reasons.

2] FINANCIAL CRITERIA:

VOID

Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause No	Description	Documents required for qualification
1	Documents Required- Technical Criteria	
1.1 & 1.2	Experience against execution & completion of order.	<p>Bidder must submit/upload:</p> <ul style="list-style-type: none"> a) Copy of Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at BEC 1.1& 1.2 in previous seven (07) years to be reckoned from the due date bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract submitted as mentioned at point “a” above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end-user/owner/authorized consultant
1.2	Experience against execution of running AMC (Annual Maintenance Contract).	<p>Bidder must submit:</p> <ul style="list-style-type: none"> a) Same documents as mentioned above for BEC Sr.No.1.1 & 1.2 b) Copy of Execution Certificate or equivalent against Order/LOA/Contract for the running contract as mentioned at point “a” above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned in BEC Sr.No.1.1The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.

1.3	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Bidder must submit: Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary /Holding Company.
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AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by notary public with legible stamp.
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B1 AWARD METHODOLOGY

1. Subject to "ITB: CLAUSES", GNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
2. Evaluation and order placement shall be done **on overall lowest offer basis**. Bidders are required to quote for full quantity against item(s). In case, bidder quotes for PART QUANTITY OR DOESN'T QUOTE FOR ANY ITEM OF SOR, such bids shall be liable for rejection.
3. In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
4. In case more than one bidder emerges as lowest (L-1) subject to terms and conditions of tender, contract shall be awarded to the bidder who is having higher financial turnover in FY 2019-20 based on audited financial results/statements or relevant documents. In such cases, GNGPL may ask for the other financial documents to bidder, if required and bidder shall submit it within prescribed time schedule failing which bid shall be rejected.

5. This tender is not split-able. The bid evaluation shall be done as per the quoted rates in SOR. L1 Contractor shall be arrived after evaluation of the bid on the basis of overall quoted value/price.
6. In case, there is discrepancies observed in unit rate and total amount for any item in SOR, the unit rate shall be considered for evaluation and price bid analysis.
7. In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job/contract for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof, goa natural gas pvt. Ltd. Shall forfeit earnest money paid by the bidder and such bidders shall be debarred from participation in tendering for the period of 6 months.
8. It is proposed to hire 1 nos. of contractor under this tender.
9. Owner also reserves the right to negotiate the quoted prices before award of work.

SECTION-II

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[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GNGPL 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. 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 GNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GNGPL in case the bidder is put on 'Holiday' by GNGPL 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 GNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GNGPL 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

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 forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

4 ONE BID PER BIDDER

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

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

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.

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Special Conditions of Contract [SCC]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Forms and Format
- Section-VI : Annexures

*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 ITB, SCC, GCC & Invitation for Bid (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GNGPL in writing or by fax or email at GNGPL's mailing address indicated in the BDS no later than **02 (two)** days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or **05 (five) days** prior to the bid closing date in cases where pre-bid meeting is not held. GNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GNGPL may respond in writing to the request for clarification. Communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be communicated to prospective bidders by hosting in the websites only. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GNGPL 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

11.1 In case the Bids are invited under the **MANUAL TWO BID SYSTEM**. The Bid prepared by the Bidder shall comprise the following components sealed in **2 DIFFERENT ENVELOPES**:

11.1.1 ENVELOPE-I:

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

- i. As a confirmation that the prices are quoted in requisite format complying with the requirements of **Schedule of Rate (SOR)** with prices blanked out mentioning quoted / not quoted (as applicable) written against each item. This is to be submitted on blank SOR copy.
- ii. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- iii. Power of Attorney for **authorized signatory** on non-judicial stamp paper OR on letterhead/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.
- iv. EMD/Bid Security in original as per Clause 16 of ITB OR IFB.
- v. All applicable forms/Formats/Annexures duly filled, signed and stamped. **APPLICABILITY OF FORMS/FORMATS/ANNEXURES FOR THIS TENDER IS MENTIONED IN SECTION V AND VI OF TENDER.**
- vi. Tender Document duly signed/ digitally signed and stamped all pages by the Authorized Signatory.
- vii. Additional document specified/mentioned in Bidding Data Sheet (BDS) OR Elsewhere in Tender.

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

11.1.2 ENVELOPE-II: PRICE BID

ONLY SCHEDULE OF RATE WITH QUOTED PRICES DULY SIGNED AND STAMPED BY AUTHORIZED PERSON SHALL BE SUBMITTED IN ENVELOPE-II.

NOTES:

- (i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- (ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- (iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the 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 clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- (vi) If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

Note: The above provision should invariably be made a part of tender document. Further in case SAP generated Schedule of Rates/where manual pricing is sought, the following provision should be included:
"Rates should be quoted both in figures as well as in words by the bidders".

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST.
- 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, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except GST and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed Terms & Conditions (Format-F10).
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 TAXES & DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services shall be to GNGPL's account. Beyond the contractual delivery period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) shall be to Supplier's account, whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned above, the Supplier 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. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

- 13.3 For Indian Bidder only: With respect to clause no. 11.1.1 D) and 11.1.2, the statutory variation in Import Duty on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods 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 its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GNGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 13.7 The supplier shall mention the particulars of Goa Natural Gas Private Limited, on the Invoice. Besides, if any other particulars of GNGPL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.9 GNGPL 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/ Indian associate (in case of foreign bidder, if applicable), prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST&SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GNGPL.

13.11 Anti-profiteering clause As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier/ Service Provider may note the above and quote their prices accordingly. (A confirmation to above will be submitted on letterhead of the bidder).

13.12 The bidder while quoting the price may consider the rate of custom duty as per merit.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for **'THREE [03] MONTHS'** from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GNGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY

16.1 Bids must be accompanied with **'Earnest Money / Bid Security'** in the form of **'Demand Draft'** [in favor of **Goa Natural Gas Pvt. Ltd.**, payable at **North Goa**] or **'Banker's Cheque'** or **'Bank Guarantee'** or online or **'Letter of Credit'** as per the format given in **Form -4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only. The details of the GNGPL A/C for online payment is as mentioned below.

Account Title: GOA NATURAL GAS PRIVATE LIMITED.

Account no: 201001033459 RTGS code: INDB0000088.

RTGS IFSC and NEFT IFSC: INDB0000088. 9 Digit MICR code 403234002.

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

16.3 GNGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank.

However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for '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 GNGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender .
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' 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 GNGPL and addressed to GNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 Wherever applicable, MSEs (Micro & Small Enterprises) are exempted from submission of 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

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering, if applicable.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GNGPL 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 unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GNGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GNGPL 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. GNGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GNGPL 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 to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security, If required
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid

- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit, If required
- (i) Guarantee / Defect Liability Period, If required
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) 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

GNGPL 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

- 21.2 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.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 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 GNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GNGPL 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 GNGPL's website/ communicate to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GNGPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. In case of manual tendering, bids received by GNGPL 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 un-opened 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 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 GNGPL 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 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.
- 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, GNGPL 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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 TECHNO-COMMERCIAL / UN-PRICED BID OPENING:

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

26.2 PRICED BID OPENING:

26.2.1 GNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids is 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

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

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.

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 of 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 errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the 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

Bid shall be evaluated as per evaluation criteria mentioned in **Section-II (BEC and Award Methodology)** of bidding documents after considering the effect of cenvatable GST wherever the work Centre is entitled to avail CENVAT credit. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted. In case any bidder doesn't charge GST, then evaluation shall be carried out considering the appropriate % of GST. However, payment shall be made without GST as per rate quoted by bidder.

33 Compensation for Extended Stay

VOID

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking/other bidder shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", GNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the **LOWEST** provided that bidder, is determined to be qualified to satisfactorily perform the Contract (As per BEC and award methodology of tender).

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', GNGPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

37 SIGNING OF AGREEMENT

- 37.1 GNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GNGPL.
- 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 GNGPL, the successful bidder shall furnish the contract performance security/Guarantee in accordance with of General Conditions of the Contract. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

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.

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.

AS THIS TENDER IS NON-SPLITABLE OR NON-DIVIDABLE (SPECIFIED IN BID DATA SHEET.

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

- a) In case of proprietary 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 Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs and hence shall not be applicable for works contracts

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.
- 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 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.

- 40.4 If against an order placed by GNGPL, 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 having Udyog Aadhar Memorandum 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.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

SHALL BE AS STIPULATED ANNEXURE II OF SECTION: VI OF TENDER ATTACHED HEREWITH.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.

44. 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 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.

45. BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : GNGPL/C&P/T-20
1.1	The Employer/Owner is: M/S. GOA NATURAL GAS PVT. LTD. (GNGPL)
2.1	The name of the Works/Services to be performed is as per IFB.
3	BIDS FROM CONSORTIUM/ JOINT VENTURE NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: Attention: Sh Nilesh Nagawade, Sr. Manager, CGD Street Address: GNGPL, 33 Rajan Villa. Journalist Colony. Porvorim. Goa-403 521. Country: India Email: contracts@goanaturalgas.com
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (viii)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): NOT APPLICABLE
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NOT APPLICABLE
14	The currency of the Bid shall be INR
15	The bid validity period shall be 03 (THREE) MONTHS from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is NIL . Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: Not Applicable
23.3	For bid submission purposes only, the Owner's address is : Attention: Sh Nilesh Nagawade. Sr. Manager CGD GNGPL, 33 Rajan Villa. Journalist Colony. Porvorim. Goa-403 521. Country: India
26	The bid opening shall take place at: Goa Natural Gas Pvt. Ltd.

	Plot No. 33 Rajan Villa. Journalist Colony. Porvorim. Goa-403 521. Country: India
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	<i>EVALUATION METHODOLOGY IS MENTIONED IN SECTION-II (ITB).</i>
33	Compensation for Extended Stay: <i>NOT APPLICABLE</i>
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: <i>GOA.</i>
38	Contract Performance Security/ Security Deposit : <i>PLEASE REFER NOTE-1 TO BDS</i>
40	<i>Public Procurement policy for MSEs: Since this is works contract, award preference may not be given as per Govt. guidelines.</i> <i>THIS TENDER IS NON-SPLIT ABLE OR NOT-DIVISIBLE.</i>
41	Provision of AHR Item : <i>APPLICABLE</i>
	<i>Integrity Pact is NOT APPLICABLE</i>
Clause no. 27.3 of GCC	Bonus for Early Completion: <i>NOT APPLICABLE</i>

NOTE-1 TO BDS

SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

- 1) **Within 30 days of receipt of the notification of FOA from the OWNER, the successful bidder shall submit the Contract Performance Bank Guarantee (CPBG) for 7.5% of annualized contract VALUE/amount (excluding GST).**
- 2) CPBG shall be retained at owner's end till completion of contract period (i.e. till completion of defect liability period against all the supplies awarded against this tender).
- 3) The contract performance bank guarantee shall be valid 03 (three) months beyond the expiry of defect liability period.
- 4) The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders).
- 5) GNGPL shall not be liable to pay any bank charges, commission or interest on the same.
- 6) However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.
- 7) Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.
- 8) Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security (if available) and any such remedy the Owner may take under the Contract pursuant to Clause 34.0 of GCC- Works.
- 9) There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

SECTION-III
SPECIAL CONDITION OF CONTRACT

SECTION-III
SPECIAL CONDITIONS OF CONTRACT

1. General Information:

The special conditions of contract shall be read in conjunction with general condition of contract (**GCC**), Schedule of rates, scope of work and any other document forming part of contract, wherever Context so Requires. **GCC** is available at tender issuing office and same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents in to separate sections every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so for as it may be practicable to do so. Where any portion of the special conditions of the Contract (**SCC**) is repugnant to or at variance with any provisions of the **GCC** then provision of **SCC** shall be deemed to override the provision of **GCC** only to the extent of each repugnance or variations. In case of any contradictions the Decision of the Engineer-I In-Charge will be final and binding on the Contractor.

1.1 In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- a. Letter of acceptance along with statement of Agreed variations.
- b. Fax / Letter of Intent / Fax of Acceptance
- c. Schedule of Rates as enclosures to letter of acceptance
- d. Job / Particular Specifications
- e. Drawings
- f. Technical / Material Specifications
- g. Special Conditions of Contract.
- h. General Conditions of Contract
- i. Indian Standards
- j. Other Applicable Standards

It will be contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

2. Payment Terms:

Monthly running account bills in triplicate subject to carrying out maintenance as per the scope of the work. Payment shall be made from the F&A Dept. of GNGPL, within 15 days from the date of receipt of the bill. The bill should be submitted along with the copies of all

monthly reports like scheduled maintenance, statutory testing reports, service reports, and other relevant reports as necessary duly certified by station In-Charge/Engineer-In-Charge or officer on his behalf.

3. Contract Performance Bank Guarantee:

Within 30 days of receipt of the notification of FOA from the OWNER, the successful bidder shall submit the performance bank guarantee for 7.5% of annualized contract VALUE/amount (excluding GST). The validity of the CPBG shall be beyond 3 months from the expiry of Defect Liability Period.

The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of GNGPL, North-Goa. Bank Guarantee shall be from any Indian scheduled commercial 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 and from any reputed International bank or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.

4. Defect Liability Period:

3 months from date of completion of Work Order / Purchase Order as certified by EIC

5. Mobilization Period:

Two weeks from the date of award of FOA/Work Order / as per Instruction of EIC.

6. Extension of Contract:

The contract may be extended for a maximum period of one year at the sole discretion of GNGPL, subject to satisfactory performance of the Vendor during the two years contract period. However, the extension of the contract shall be intimated to the contractor prior to 30 days before the expiry of the contract. The monthly charge for the contract for the 3rd year shall be same as that of 2nd year CAMC. The contractor has to extend the PBG accordingly to cover the 3rd year contract period plus 3 months from the new date of expiry.

7. Taxes and Duties:-

- a) Income tax at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per Income tax Act, and quoted rates shall be deemed to include this.

- b) The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties etc now in force and hereafter increased, imposed or modified from time to time in respect of works and materials.
- c) The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including Goods & Service Tax (GST), custom duty, Input Tax Credit (ITC), octroi etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- d) Employer shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

8. Recovery

Cost Of any Damage /loss of the property of GNGPL, by the contractor shall be recovered from the Bill / security deposit of the contractor and decision of the GNGPL/ EIC in this regard shall be final Binding and conclusive.

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9. Right to Get Services Carried Out Through Their Agencies:

Nothing contained herein shall restrict GNGPL from accepting similar services 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.

10. Safety and Security

The contractor shall provide proper cotton dresses (Uniform), safety shoes and to provide safety kit as per requirement. No contractor's personnel shall be allowed on duty without wearing applicable Safety gears. Contractor should also ensure police verification of the personnel before deploying them. The same is to be submitted along with the Bio-data.

The contractor shall provide signed photo identification cards for his personnel to be deployed with in GNGPL'S premises. The contractor shall obtain proper gate passes for men/ materials from GNGPL's Security department.

11. The Engineer-In-Charge / Officer-In-Charge Shall have Power To:

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

2. During the currency of this contract, GNGPL can increase and/or decrease the number of the services to meet the work requirements.

12. Validity of Quoted Rates:

The Rates Quoted accepted shall remain valid for the entire period of Contract and no escalation whatever shall be permissible after award of the contract except for the statutory variation due to Goods & Service tax.

The quoted Rates shall be inclusive of all Taxes & Duties applicable during the Contract period **Except for Goods& Service tax (GST) & Education Cess thereon**. GST & Cess, if any, thereon shall be paid extra, if applicable, on submission of documentary evidence / invoice(S).

The Bidder shall indicate in the bid the Goods & Service tax Registration (Provisional) Number.

The above details are required to enable GNGPL to avail Input Tax Credit (ITC) as per GST Acts/ Laws.

Please note that responsibility of payment of GST lies with service provider.

SCOPE OF WORK

General Scope of Work:

The Contractor must follow the Operation & Maintenance requirement as stated below but not limited to and ensure to provide trouble-free services to the satisfaction of the owner.

1. Accommodation / transportation / medical

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

2. Discipline

The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be received against any of his employees; he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

3. Gate pass / Identity card

The contract shall arrange to supply/renew identity card to his workforce at his own cost, if so, required by GNGPL for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

4. Right to get services carried out through their agencies

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

5. Sub-letting of contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person / firm or Organization without prior permission of GNGPL.

6. The officer in charge shall have power to

1. Issue the Contractor from time to time during the running of the contract such further instructions as shall be necessary for proper and adequate execution of the contract and the Contractor shall carry out and bound by the same.
2. During the currency of this contract, GNGPL can increase and/or decrease the number of the services / technicians to meet contractual requirements.

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

7. Contract Repatriation and termination

GNGPL shall reserves the right at any time during the currency of the contract, to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the Contractor shall vacate the site / office occupied by him immediately.

However, GNGPL shall reserve the right at any time during the currency of the contract, to stop/suspend the services under abnormal circumstances by giving one week notice to contractor. Payment shall not be payable for such period of suspension.

On normalisation, GNGPL may ask for resumption of services in week's period.

8. Compensation for non-fulfilment of obligation under Annual Maintenance Contract (AMC)

If the Contractor fails to provide the required services,

Break-down penalty would be applicable as follows:

For each Booster Compressor:

- **For Shutdown restored within 3 hours on daily basis - No Penalty. The service provider can also club 3 hours for two consecutive days for 2 times a month without any penalty**
- **For Shutdown beyond 6 hours – Penalty @ Rs 1000/- per hour for the default period; will be on monthly cumulative basis rounded to nearest hour. For calculation of default period, will be recorded jointly by the service provider and owner on daily basis.**
- **For carrying out the periodic / scheduled / breakdown maintenance of the compressor package the service provider shall be allowed a maximum of 18 hours once in a month.**

The maximum penalty would be applicable 70% on the monthly net invoicing amount of each Booster Compressor.

9. General

The operation & maintenance services shall be provided on round the clock basis.

- a) The Contractor shall deploy adequate number of operators and technicians as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.
- b) The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday and around the clock
- c) The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. Technician and operator provided shall have **minimum qualification of ITI**. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-Charge and deployed workmen.
- d) The workforce deployed by the Contractor for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.
- e) Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- f) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- g) The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- h) 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 company including work sites.
- i) Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- j) The Contractor's representative shall report daily to the Supervisor at GNGPL office through telephone from R.O. for day to day working.
- k) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by GNGPL will be strictly adhered to by the contractor

- l) The rates quoted by the Contractor must be inclusive of all taxes & duties except GST. GST to be quoted separately as specified in the SOR.
- m) It will be the responsibility of the Contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.
- n) The maintenance services shall be provided on round the clock basis. The Contractor is responsible to provide effective and efficient services round the clock and assure that there is no disruption in the services for want of any resources.
- o) The Contractor shall deploy adequate number of technicians / operators at various site offices in consultation with Engineer-In-Charge to provide trouble free operation & maintenance of the compressors. Site in charge shall always be available 24 hours on Mobile Phone.
- p) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky / telephone.
- q) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines / direction of engineer-in-charge of authorized representative.

10. Operation & Maintenance of compressor packages during contract period

- a. All OEM spares, required for carrying out the operation and maintenance of the complete compressor packages during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be supplied by the contractor at free of cost to the owner. Contractor has to submit the list of spares consumed.
- b. The Contractor shall have to keep / supply all the consumables each and every (O-ring and spares), lubricants, coolant etc. required for carrying out periodic, breakdown, emergency maintenance etc. of the package so as to minimize the down time of the compressor.
- c. Bidder has to submit the oil testing certificate to GNGPL.
- d. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Contractor. The scope will also include handling equipment like crane, forklift, chain pulley block etc. required during the any maintenance activity.
- e. Any expert services required from principal company or OEM shall be arranged by the Contractor or his agent at his own cost. All arrangements like phone, fax,

computer, internet etc. required for correspondences with above personnel shall be arranged by the Contractor.

- f. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall provide the detailed preventive maintenance schedule along with

Estimated down time required for each type of maintenance schedule.

List of spares and their quantities required for each type of maintenance schedule per compressor/dispenser.

Type and number of man days required for each type of maintenance schedule per Compressor/dispenser.

- g. The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valves, regulators, hoses, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the GNGPL representative. However, any untoward consequences for non-replacement of such parts shall be the responsibility of the Contractor.
- h. Bidder has to deploy the trained manpower to operate the machine efficiently.
- i. Bidder has to ensure the power consumption of the machinery should be in the prescribed limits by the OEM, otherwise its financial implication shall be deducted from the bidders monthly bills limited to 70% of AMC monthly charges.
- j. All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like Vernier calliper, micrometre screw gauge, fill gauges, bore gauge etc. shall be in scope of the Contractor and these instruments shall be calibrated every year.
- k. The Contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bio-monthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the Contractor.
- l. All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by GNGPL representative.
- m. Checking, weight monitoring, refilling & hydro test of Co2 flooding system shall be done record of the same has to be submit to the GNGPL.
- n. The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and GNGPL, during the execution of the contract.

- o. The Contractor must carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of GNGPL. Also, yearly calibration of all the instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the Contractor and after the calibration of all the equipment's certificates shall be furnished to GNGPL. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- p. Calibration shall be done from government approved laboratories and shall be carried out at least 15 days prior to the calibration due date.
- q. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenances during non-peak hours and in consultancy with the EIC of GNGPL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

Brief Scope of Work:

1. Equipment under AMC

Comprehensive AMC proposed will be limited to the equipment listed under

Sr. No	Name of Equipment & Make	Model & Brief Specification	Qty (Nos)	Location
1	Booster Compressor Package of Indian Compressor Limited (ICL)	Model: B 30-30 Capacity 400 SCM/H	1	M/s. West Coast Petroleum (BPCL), Old, Goa, Goa

Other accessories like Radiator with motors and pumps, Air Compressors, Control panel, etc. related to the Booster Compressor packages all are included in CAMC.

2. Contractor team (Technician / Operator) – Rolls and Responsibility:

The functions and responsibilities are listed below:

- a) To function as an integral member of the GNGPL O&M coordination team.

- b) Interface with Contractor / GNGPL on all equipment and system issues mobilize any Contractor / GNGPL resources required for scheduled or unscheduled maintenance.
- c) Assist GNGPL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- d) Assessments of consumables, operational and maintenance spares, OEM services etc. Maintain spares inventory well in stock to avoid any uninterrupted operations on round the clock basis.
- e) Provide reports as per GNGPL O&M practices.
- f) Conduct training programs for upgrading O&M resources, participate in all Contractor / GNGPL sponsored safety trainings.
- g) Collect and provide data as deemed necessary by GNGPL to analyse equipment performance.
- h) Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- i) Monitor the performance of equipment's.
- j) Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.
- k) Responsible for log book data capturing, minor maintenance activities, safety of Equipment's for safe operations.

Maintenance team shall be made available for work on 24 Hrs. basis.

3. Scope of work – Operation & Maintenance

3.1 Spares & Consumables

All Spares and Consumables like Frame oil, Air Compressor lube oil, Coolant, DM water, Gear box oil, Grease etc. will be in Contractor scope during the Comprehensive AMC period. GNGPL shall approve the installation of OEM equivalent spares; however contractor should submit all the technical details of equivalent spares to the concerned EIC prior to installation for approval.

3.2 Tools & Tackles

One set of conventional Mechanical & Electrical general tools for maintenance job shall be provided by Contractor.

3.3 Special Services

- Contractor shall arrange calibration of all the instruments which are installed in Package annually after necessary approval from GNGPL
- Contractor shall arrange filling of CO2 cylinders as per the schedule, however the flooding system function check with discharging the CO2 shall be carried periodically and recorded.
- Contractor shall arrange visit of vendor representative for package routine maintenance depending on site requirement. Services like inspection, breakdown, top / major overhauls shall be taken care by contractor.
- Contractor shall arrange welder / plumber when required with material if required
- Contractor shall arrange Panel vendor / Software programmer visit when required with parts if required
- Contractor shall provide all necessary lifting equipment
- Contractor shall provide all necessary facilities of any additional repair, welding, testing, calibrations etc.
- OEM services if required for any Overhauls
- Maintenance of the instruments, transmitters, controls, switchgear within the battery limit
- Contractor shall provide First Aid box at site
- Contractor shall provide painting of canopy and equipment's annually / as and when required
- Contractor shall supply electrical system / panel which are damaged in case of power failure

3.4 Additional Services

Contractor shall provide any additional service that may be required, using the expertise and technology of OEM services and should provide a detailed inspection report

3.5 Scope for AMC Activities

Contractor shall depute site personnel as enlisted above for carrying out the AMC of the Booster compressor package.

Uninterrupted service shall be provided round the clock including Sundays and other holidays throughout the contract period. Contractor shall advise the schedule / predictive maintenance that need to be carried out and GNGPL will provide reasonable time period to carry out such work

Technician's activities are as detailed below:

1. All annual O&M spare parts (regular / breakdown / overhauling) will be in the scope of Contractor.
2. Round the clock trouble free and safe operation and maintenance of the following equipment as per laid down operating procedures
 - a) Gas compressors, Electric motor, Cooling system, Overhead makeup coolant tank, Gas line with in the battery limit, Valves etc.
 - b) Instrumentation – PTs, TTs, PGs, FTs, Electronic panels, Control valves, PSVs, flame detectors, gas detectors, emergency shutdown system etc.
 - c) Electrical panel, Radiator system, Air compressor system and Co2 flooding system.
3. Upkeep of all operational and maintenance records and everyday logging of all the critical parameters of equipment, hours run and any specific maintenance, repairs carried out including material and spares consumed.
4. Continuous vigil on the condition of running equipment.
5. Preventive maintenance schedule of all the equipment to be followed religiously using genuine OEM / OES spares and to be recorded in logbook.
6. Fault finding and troubleshooting of the equipment are carried out and maintain the record of it.
7. Schedule maintenance shall normally be carried out by interacting with Engineer in charge during day time general shift, however routine checks and maintenance to be carried out on round the clock.
8. Upkeep of equipment shall be taken up immediately after completion of maintenance or a repair and area shall be kept neat and clean. The waste generated during maintenance shall be dumped in a designated area with in the CNG stations.
9. Provide the quality and adequate quantity of lubricating oils and cleaning agent as per OEM recommendations.
10. Coordinate calibration of the instruments and maintain records
11. MIS duties – all Checklists, DPRs, Monthly reports miscellaneous correspondence regarding resource requirements and information required by management as and when required.
12. Providing resources such as tools, cotton waste etc. as required for operations

13. Providing all personnel with the necessary PPE like Safety shoes, Hand gloves, Cotton uniform etc. and ensure that the personnel shall all the time use PPE when they are at site. The cost towards the supply of mentioned items shall be in the scope of bidder and shall be included in the quoted price.
14. Disposal of empty barrels / burnt oil barrels shall be disposed according to documented procedure and document shall be furnished to GNGPL.
15. All wastes (hazardous, bio-degradable & non-biodegradable) are stored & disposed of as per documented procedure.

SCHEDULE OF RATE (SOR):

For the schedule of rate, please refer Annexure-V.

SECTION-IV

General Conditions of Contract

GCC:

GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE AT OFFICE OF GNGPL AND ON WEBSITE ALSO. GCC SHALL BE PART OF THIS TENDER. BIDDER SHALL READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF GCC BEFORE SUBMITTING THE BID. ANY BIDDER WHO HAS SUBMITTED THE BID SHALL BE DEEMED THAT HE/HER/COMPANY HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF GCC.

SECTION-V
FORMS & FORMAT

FORMS & FORMAT

LIST OF FORMS & FORMAT WITH ITS APPLICABILITY FOR THIS TENDER

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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

TENDER NO:

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

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

Place:
Date:

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

F-2
BID FORM

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

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

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 "_____ of the Contract Price" or as mentioned in Tender Document for the due
performance within "thirty [30] days" of such Award, if applicable.

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:

F-3

LIST OF ENCLOSURES

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

Dear Sir,

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

1.
2.
3.
4.
5.
6.
- 7.

Note:

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

Place:
Date:

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

F-4

FORMAT FOR

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 Goa Natural Gas Pvt. Ltd.

Rajan Villa,

Plot-33,

Porvorim, Goa-403521

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address)

_____ guarantee and undertake to pay immediately on demand without any recourse to the tenderers by GNGPL Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GNGPL, 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 _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

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 alongwith documentary evidence.

F-4A

PROFORMA OF “LETTER OF CREDIT” FOR “EARNEST MONEY/ BID SECURITY”

To,

M/s GNGPL,

(Full Address)

SUB:

TENDER NO:

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

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by GNGPL, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GNGPL 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

F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

**M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.**

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-6
"NO DEVIATION" CONFIRMATION

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

Dear Sir,

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

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

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

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GNGPL / GNGPL 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 GNGPL 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 GNGPL 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 GNGPL by us.

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

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following Certificate shall be automatically enforceable:

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

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

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

To,
M/s GNGPL

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the "contractor"
which expression shall wherever the context so require include its successors and
assignees) have been awarded the work of
_____ vide LOA /FOA No.
_____ dated _____ for GNGPL, 3rd floor, M S Complex,
S-44, New BEL Road, North Goa-560054.

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

The said _____ has approached us
and at their request and in consideration of the premises we having our office at
_____ have agreed to give such guarantee as 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 or in payment of any money
payable to GNGPL we shall on first demand pay without demur, contest, protest and/
or without any recourse to the contractor to you in such manner as you may direct
the said amount of Rupees _____ only or such portion
thereof not exceeding the 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 contract with the said

_____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid 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 and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or

argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS & CONDITIONS

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST%
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for 3 MONTHS from Final/Extended due date of opening of Techno-commercial Bids.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
12.	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	Please refer ITB
14.	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.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GNGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GNGPL

SUB:

TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

SUB:
TENDER NO:

Dear Sir

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

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

F-13
BIDDER'S EXPERIENCE

VOID

F-14
CHECK LIST

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

S. No.	DESCRIPTION	CHECK BOX
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid	
I.	Covering Letter, Letter of Submission	
II.	Bid Security	
III.	Signed and stamped original copy of bidding document along with drawings and addendum (if any)	
IV.	Power of Attorney in the name of person signing the bid.	
V.	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	
VI.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings	
VII.	Details and documentary proof required against BEC/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.	
IX.	Confirm that all applicable forms duly filled in are enclosed with the bid duly signed by authorized person(s)	
X.	Integrity Pact duly filled, signed and stamped	
2.0	Confirm that the price part as per Price Schedule/SOR format submitted with Bidding Document/ uploaded in case of e-bid in separate envelope with title "Price Bid".	

Place:
Date:

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

F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE
(To be provided on Bank's letter head)

Date:

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

The financial year would be the same as one normally followed by the bidder for its Annual Report. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

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

F-17
FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT
Bid received from JV or consortium shall not be accepted.

(Not Applicable)

F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s. Goa Natural Gas Pvt. Ltd. (GNGPL),
Porvorim,
North Goa- 403 521.

Sub :

Tender No :

SL	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GNGPL'S REPLY
	Sec No.	Page No.	Clause No.	Subject		

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19
E-Banking Mandate Form

VOID

PROFORMA FOR CONTRACT AGREEMENT

LOA/WORK ORDER NO.

DATED -----

Contract Agreement for the work of -----

----- of GOA NATURAL GAS PRIVATE

LIMITED made on ----- between (Name and Address)-----

----- , hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GOA NATURAL GAS PRIVATE 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 work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

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

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

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

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

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

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

**Signed and delivered for and on behalf
on behalf of the EMPLOYER**

**Signed and Delivered for and
of the CONTRACTORS.**

GOA NATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Place:

Place:

Date:

Date:

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

F-21

INTEGRITY PACT

INTRODUCTION:

M/s. Goa Natural Gas Pvt. Ltd. (GNGPL), Porvorim, North Goa- 403 521. GNGPL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

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

The attached copy of the **Integrity Pact at Annexure- 2** shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

SECTION –VI
ANNEXURES TO BID DOCUMENT

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GNGPL.

The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

The counterparty will not pass GNGPL’s confidential information to any third party unless specifically authorized by GNGPL in writing.

The Counterparties shall promote and observe best ethical practices within their respective organizations.

The Counterparty shall inform the Independent External Monitor.

- i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
- ii) If it comes to know of any unethical or illegal payment / benefit;
- iii) If it makes any payment to any GNGPL associate.

The Counterparty shall not make any false or misleading allegations against GNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GNGPL business in future.

In case of violation of the Integrity pact by Counterparty after award of the Contract, GNGPL shall be entitled to terminate the Contract. GNGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases, subject to satisfaction of the Independent External Monitor, GNGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GNGPL is satisfied that the Counterparty shall not commit any such violation in future.

In addition to above, GNGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTRNAL MONITORS (IEMS)

The Bidder(s), in case of any dispute(s) / complaint(s) pertaining to this Tender may raise the issue with the designated Tender Issuing Officer in GNGPL.

INTEGRITY PACT

(To be executed on plain paper)

Between GNGPL (Goa Natural Gas Pvt. Ltd. here-in-after referred to as “Principal”).

AND

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GNGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

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

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

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

within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

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

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.
- A.2 “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.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “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.5 “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.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of Goa Natural Gas Pvt. Ltd.
- A.8 “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 “CEO”.
- A.9 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.10 "Investigating Agency" shall mean any department or unit of GNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

Further, such agency shall be banned for future business with Goa Natural Gas Pvt. Ltd. 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, during execution of contract, the agency shall be banned for future business with Goa Natural Gas Pvt. Ltd. for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be as under.

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 in holiday/banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)

3	Indulged in unauthorized disposal of materials provided by Goa Natural Gas Pvt. Ltd.	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

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

C. Effect of banning on other ongoing contracts/ tenders

- C.1. If an agency is put on Banning, 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. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

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 and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 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 Goa Natural Gas Pvt. Ltd..

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

D.3 Effect of Suspension of business:

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

- D.2.6 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.2.7 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Goa Natural Gas Pvt. Ltd. or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of Goa Natural Gas Pvt. Ltd..

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

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is "POOR":

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

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

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in clause no. 5.4 of "Procedure for evaluation of performance of Vendors/Suppliers/Contractors/ Consultants"

(B) Where Performance rating is "FAIR":

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION& MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

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

A) Where performance rating is "POOR"

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

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

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in clause no. 5.4 of "Procedure for evaluation of performance of Vendors/Suppliers/Contractors/Consultants"

B) Where Performance rating is "FAIR"

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

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

5.0 EFFECT OF HOLIDAY

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

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

5.3 Effect on other ongoing tendering:

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

5.3.2 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.

5.3.3 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 errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

5.4.2 Suspension Procedure:

- 5.4.2.1 The suspension period shall be limited to maximum six months.
- 5.4.2.2 The suspension order shall also be hosted on Goa Natural Gas Pvt. Ltd. intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- 5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
- 5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 5.4.2.5 Prior to putting the party on holiday, 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 putting the agency on holiday for future business from Goa Natural Gas Pvt. Ltd..

The competent authority to approve the suspension will be same as that for according approval for holiday.
- 5.4.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

5.4.3 Effect of Suspension of business:

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

- 5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.
- 5.4.3.2 If an agency is put on the Suspension List during tendering:
 - 5.4.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - 5.4.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
 - 5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated.
If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited. EMD submitted by such agency shall be returned.
- 5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.
- 5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Goa Natural Gas Pvt. Ltd. or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector

6.0 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.

7.0 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 Goa Natural Gas Pvt. Ltd. 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.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors.

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, Goa Natural Gas Pvt. Ltd. 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.

10.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of Goa Natural Gas Pvt. Ltd. that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Goa Natural Gas Pvt. Ltd. to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

ANNEXURE-A

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

(**) Performance rating shall be classified as under:

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

Instructions for allocation of marks

1.1 DELIVERY/ COMPLETION PERFORMANCE Marks

40

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

1.2 QUALITY PERFORMANCE

40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	-Failure of severe nature	0 Marks
	- Moderate nature	5 Marks
	- low severe nature	10-20 Marks
iii) Number of deviations	1. No deviation	5 Marks

	2. No. of deviations \leq 2	2 Marks
	3. No. of deviations $>$ 2	0 Marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

GNGPL PERFORMANCE RATING DATA SHEET**(FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1.1 DELIVERY/ COMPLETION PERFORMANCE Marks

40

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

1.2 QUALITY PERFORMANCE

40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	-Failure of severe nature	0 Marks
	- Moderate nature	5 Marks
	- low severe nature	10-20 Marks
iii) Number of deviations	1. No deviation	5 Marks
	2. No. of deviations ≤ 2	2 Marks
	3. No. of deviations > 2	0 Marks

1.3 Reliability Performance**20 Marks**

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

SCHEDULE OF RATE

Annexure-V

SUBJECT: Tender for Operation and Comprehensive Annual Maintenance Contract (AMC) serviced for M/s ICL make Booster Compressor installed at CNG station at West Coast Petroleum for period of 2 years.

Sr. No	Description	Make/Model/Capacity of Compressor	No of Compressors	Months	Unit Rate Per Month (INR)	Total Amount (INR)
1	Comprehensive Annual Operation and Maintenance of M/s. ICL make CNG compressor package and its accessories including all consumables, spares, Manpower, lubricants, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding electricity power charges for period from 20.12.2020 to 19.12.2021 (1st Year)	ICL Make Model: B 30-30 Capacity 400 SCMh	1	12		
2	Comprehensive Annual Operation and Maintenance of M/s. ICL make CNG compressor package and its accessories including all consumables, spares, Manpower, lubricants, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding electricity power charges for period from 20.12.2021 to 19.12.2022 (2nd Year)		1	12		
Total Basic Price (INR)						
GST 18% (INR) on Total Basic Price						
Total Price (INR) including GST						

END OF BID DOCUMENT