



COMMERCIAL TENDER



GOA NATURAL GAS PVT. LTD.

{A Joint Venture of Bharat Petroleum Corporation Limited
(BPCL) & GAIL GAS Limited}

CITY GAS DISTRIBUTION PROJECT AT NORTH GOA GA

TENDER FOR
SUPPLY OF NATURAL GAS REGULATOR IN NORTH GOA GA
TENDER NO. GNGPL/C&P/T-30

TENDER ID : VCS2100005

VCS REFERENCE NO. VCS/GNGPL/1023/PRC/2021/002

VOLUME I OF II
COMMERCIAL VOLUME
(OPEN DOMESTIC COMPETITIVE BIDDING)

00	04.08.2021	Issued for Bids	Manik Sharma	Rajesh Sharma	Rachna Shukla
Rev	Date	Description	Prepared by	Checked by	Approved by



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INVITATION FOR BIDS (IFB)



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INVITATION FOR BIDS (IFB)

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INVITATION FOR BIDS (IFB)



1.0 INTRODUCTION

- 1.1 M/s Goa Natural Gas Pvt. Ltd. is a Joint Venture (JV) of Bharat Petroleum Corporation Limited (BPCL), A Govt. of India Enterprise and GAIL Gas Limited, a fully owned subsidiary company of GAIL (India) Limited, has been set up to provide PNG (piped Natural Gas) to industrial, domestic, commercial sectors and CNG to automobile sector in North Goa GA.
- 1.2 VCS Quality Services Pvt. Ltd. (VCS has been appointed as Project Management Consultant for providing consultancy services for CGD Expansion Project for PNG & CNG in North Goa (hereinafter referred as Consultant), by GNGPL.

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 The present project is the pipeline network in North Goa for Supplying Piped Natural Gas (PNG) to Domestic, Commercial and Industrial consumers. It is proposed to supply of Natural Gas Regulator (Domestic Regulator, Meter regulator, Service Regulator and Commercial Regulator) as per details furnished in the bid documents.

3.0 BRIEF SCOPE

- 3.1 The scope of supply covers design, engineering, manufacture, inspection, testing & supply, shipment and documentation requirements of Natural Gas Regulator (Domestic and Commercial) in accordance with the requirements of this requisition for city gas distribution project in North Goa GA's.

GROUP	DESCRIPTION OF NATURAL GAS REGULATOR	QUANTITY
A	Domestic Regulator	
	Domestic Regulator, Inlet:- 6 bar, Outlet:- 21 mbar, Flow:- 6.5 m3/h	3,000 Nos.
B	Meter Regulator	
	Meter Regulator, Inlet:- 100 mbar, Outlet:- 21 mbar, Flow:- 2.5 m3/h.	3,500 Nos.
C	Service Regulator	
	1. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 10 m3/h.	100 Nos.
	2. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 25 m3/h.	50 Nos.
	3. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 50 m3/h.	30 Nos.



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4.	Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 100 m3/h.	10 Nos.
D	Commercial Regulator	
1.	Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 10 m3/h	45 Nos.
2.	Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 25 m3/h.	35 Nos.
3.	Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 50 m3/h.	20 Nos.
4	Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max. Flow:- 25 m3/h.	10 Nos.
5.	Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max. Flow:- 50 m3/h.	08 Nos.
6.	Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max. Flow:- 100 m3/h.	04 Nos.

3.2 For detail scope of work and technical specification refer technical tender volume II of II and schedule of rates.

4.0 DELIVERY LOCATION

Delivery location shall be North Goa.

5.0 CONTRACT PERIOD & DELIVERY SCHEULE

5.1 The Period of Contract shall be One (01) years from date of intimation.

5.2 Delivery Schedule

GROUP	DESCRIPTION OF NATURAL GAS REGULATOR	QUANTITY (in Nos.)	Delivery Schedule
A	Domestic Regulator		
	Domestic Regulator, Inlet:- 6 bar, Outlet:- 21 mbar, Flow:- 6.5 m3/h	3,000	50% quantity within 2 Months from the date of FOA. Remaining quantity to be delivered against separate LOI during contract period within 3 Months from the date of LOI.



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B	Meter Regulator		
	Meter Regulator, Inlet:- 100 mbar, Outlet:- 21 mbar, Flow:- 2.5 m3/h.	3,500	100% quantity within 2 Months from the date of FOA.
C	Service Regulator		
	1. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 10 m3/h.	100	50% quantity within 2 Months from the date of FOA. Remaining quantity to be delivered against separate LOI during contract period within 3 Months from the date of LOI.
	2. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 25 m3/h.	50	
	3. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 50 m3/h.	30	
	4. Service Regulator, Inlet:- 6 bar, Outlet:-100 mbar, Flow:- 100 m3/h.	10	
D	Commercial Regulator		
	1. Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 10 m3/h	45 Nos.	50% quantity within 2 Months from the date of FOA. Remaining quantity to be delivered against separate LOI during contract period within 3 Months from the date of LOI.
	2. Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 25 m3/h.	35 Nos.	
	3. Commercial Regulator, Inlet:- 6 bar, Outlet:-500 mbar, Flow:- 50 m3/h.	20 Nos.	
	4. Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max. Flow:- 25 m3/h.	10 Nos.	
	5. Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max. Flow:- 50 m3/h.	08 Nos.	
	6. Commercial Regulator, Inlet:- 6 bar, Outlet:- 03 bar max.	04 Nos.	



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	Flow:- 100 m3/h.		
5.2.1	Basis of Delivery	The basis of delivery shall be FOT, GNGPL Site/ Store at North Goa.	
5.2.2	PRS Applicability	FOT at GNGPL Site/ Store Basis at North Goa	

6.0 BID VALIDITY

6.1 Bid should be valid for 90 days from the date of schedule submission.

7.0 BIDDING PROCEDURE

7.1 Bidding will be conducted through Open Domestic Competitive Bidding basis. Single stage two bid system is adopted for this tender.

7.2 The submission and opening of bids will be through e-tendering mode at <https://www.tenderwizard.com/VCS> . Tender document can be downloaded from the website <https://www.tenderwizard.com/VCS> or from GNGPL website www.goanaturalgas.com or from Central Public Procurement Portal www.eprocure.gov.in . Payment of requisite e-Tender Processing Fee (non-refundable) shall be made to Tenderwizard's account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to Tenderwizard's will not be able to proceed further for bid submission. GNGPL/ VCS shall not be accountable to any payment made in favour of M/s Tenderwizard.

Note:

- (1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with Tenderwizard's website <https://www.tenderwizard.com/VCS>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.
- (2) GNGPL/ VCS in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.
- (3) Bidder can visit CPPP portal and Goa Natural Gas portal only for reference or for downloading the bid document. However, Bidder interested to participate in tender may submit their bid only through Tenderwizard's website.

8.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
8.1	Name of Work / Brief Scope of Service /Job	Supply of Natural Gas Regulator
8.2	Tender ID Tender Document Number	VCS2100005 GNGPL/C&P/T-30 dated 04.08.2021



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8.3	Annual registration charges on e-tender portal (Non-refundable, to Tenderwizard)	INR 2000 + GST @18% = INR 2360/-
8.4	E-Tender Processing Fee (Non-refundable, to Tenderwizard)	INR 3500 + GST @18% = INR 4130/-
8.5	Tender Document on Sale	04.08.2021 to 19.08.2021 upto 1200 Hrs.
8.6	Pre-bid meeting date and venue	<p>Online Pre-Bid Meeting shall be held on 10/08/2021 at 1500 Hrs. through video conferencing hosted by VCS.</p> <p>Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to GNGPL / VCS e-mail IDs latest by 10/08/2021 till 1100 Hrs.</p> <p>Details for video conferencing (meeting ID, password, link etc.) will be intimated through e-mail.</p> <p>Bidders are requested to forward their pre-bid queries through email also latest by 1800 Hrs on 09/08/2021.</p>
8.7	Bid Submission date and time	19.08.2021 up to 1430 Hrs IST online on e-tendering website (https://www.tenderwizard.com/VCS)
8.8	Un-Priced bid opening date and Time	19.08.2021 up to 1500 Hrs IST online on e-tendering website(https://www.tenderwizard.com/VCS)
8.9	Price bid opening date and time	Date and time shall be intimated later
8.10	Address for submission of physical document	<p>Head C&P (CGD) VCS Quality Services Pvt. Ltd. B-10, 2nd floor, Bajaj Bhawan Sector-3, Noida-201301 (Uttar Pradesh) Contact: 9899812852 / 7503103601 Email- rachna.shukla@vcsprojects.com cp2@vcsquality.com</p>

Note:

Bidders are advised to complete the registration on e-tender portal (<https://www.tenderwizard.com/VCS>) at least two working days prior to bid submission date.

In accordance with the general conditions of tender, GNGPL/ VCS may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.



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DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from Tenderwizard e-procurement website (<https://www.tenderwizard.com/VCS>).

DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from Tenderwizard's e-procurement website (<https://www.tenderwizard.com/VCS>) for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Payment of requisite e-Tender Processing Fee (*non-refundable*) shall be made to Tenderwizard's account through online mode vide the link on their e-procurement portal before bidding. Any bidder who does not pay this processing fee to Tenderwizard's will not be able to proceed further for bid submission. GNGPL/ VCS shall not be accountable to any payment made in favour of Tenderwizard.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit Tenderwizard's e-tendering website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule **WITH PRICE BLANKED OUT** etc. as per clause no. 12.1 of ITB.

Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) Power of Attorney
- ii) UDYAM Registration Certificate
- iii) EMD Declaration as per Annexure-I

iv) PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 12.2 of ITB.

9.0 BIDDER EVALUATION CRITERIA (BEC)

9.1 TECHNICAL:

- a) The bidder must be a manufacturer of Gas Regulators and should have successfully supplied gas regulators of each type, according to flow rate, pressure as listed in above table, in compliance with applicable codes and standards EITHER directly to any established natural gas distribution company OR indirectly i.e. to an enterprise supplying gas regulators to one or more established natural gas distribution company across the globe in previous 7 years reckoned from the schedule of bid submission date.



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- b) If the manufacturer does not sell his products directly but through his dealer/distributor/subsidiary, he can authorize a single agency to submit the bid. In such a case, the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.
- c) If bidder has quoted as an authorized single dealer/distributor, then corresponding manufacturer's experience will be considered for qualification.
- d) The bidder should have successfully executed/completed one similar order of **minimum quantity or higher** as per following table

Group as per SOR	Description	Quantity (in Nos.)
Group A (Domestic Regulator)	Inlet pressure:- 4 to 6 bar, Outlet pressure:- 21 mbar, Flow:- 6.5 m3/hr.	450
Group B (Meter Regulator)	Inlet pressure:- 40-100 mbar, Outlet pressure:- 21 mbar, Flow:- 2.5 m3/hr.	525
Group C (Service Regulator)	Inlet:- 4 to 6 bar, Outlet:-100 mbar, Flow:- 50 m3/hr or Higher.	30
Group D (Commercial Regulator)	Inlet:- 4 to 6 bar. Outlet:-500 mbar to 3 bar. Flow:- 50 m3/hr or Higher.	20

9.1.1 For Gas Regulator Manufacturer

1. Bidder shall be a regular manufacturer of Gas Regulators.
2. Bidder shall have supplied gas regulators that are of same type and equal or higher in terms of design, size & rating in compliance with applicable codes and standards directly / indirectly to any established hydrocarbon company in previous 7 years reckoned from bid submission date.
3. The bidder's manufacturing facility/ workshop or in case of Indian subsidiary / authorized supplier, the manufacturing facility of their foreign manufacturer (having manufacturing unit outside India) from where the quoted Natural Gas Regulators proposed to be supplied, shall be certified by a reputed Inspection / testing agency such as CEIL/ Lloyds/ BV/ DNV/ TUV/ ABS/ Moody/ SGS/ GLI/ Velosi / FCRI / DVGW or equivalent.

9.1.2 For Authorized Gas Regulator Supplier

The Bidders who are sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the manufacturers of Gas Regulator are eligible to bid on behalf of the manufacturers. However, this shall be subject to the following conditions:

1. The Bidder shall furnish the authorization certificate issued by the manufacturer for selling manufactured Gas Regulators Corresponding manufacturer's experience and testing facilities will be considered for qualification i.e. copy of Certificate from a reputed Inspection agency as mentioned in the tender or equivalent stating that the proposed workshop facility has the capability for fabrication, assembly & testing of the quoted



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natural gas regulator complying the specifications. The said certificate shall be valid as on the due date of bid opening.

2. The bidder shall supply Gas Regulator produced by the established manufacturer who meets qualification requirements stipulated under clause 9.1.1 & 9.1.2.
3. Bidder shall offer product of only one manufacturer of Gas Regulator and similarly one manufacturer can offer product through only one bidder.
4. The bid shall be liable for rejection in case of change of proposed Gas Regulator manufacturer. Similarly, the Gas Regulator manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the manufacturers after submission of bid, or else the bid shall be rejected.
5. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the manufacturer to the GNGPL / its authorized representative as per the policy.
6. In case of tie-up with manufacturer, bidder shall provide the authorization letter from tie-up partner/s for entire duration of contract including extended two years after the contract duration

Note:

- A job executed by a bidder for its own plant/projects/subsidiary company/fellow-subsubsidiary company 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
- Bidder quoting for more than one group, Technical BEC qualification shall be on cumulative basis for respective groups.

9.2 FINANCIAL:

9.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three (03) preceding financial years shall be as per below table :-

Group as per SOR	Description	Total Amount (INR)
Group A	Domestic Regulator	29.89 Lakhs
Group B	Meter Regulator	05.63 Lakhs



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Group C	Service Regulator	05.11 Lakhs
Group D	Commercial Regulator	18.92 Lakhs

9.2.2 Net Worth

Net worth of the bidder should be positive as per the immediate preceding year's audited financial results.

9.2.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall be as per below table.

Group as per SOR	Description	Total Amount (INR)
Group A	Domestic Regulator	05.97 Lakhs
Group B	Meter Regulator	01.12 Lakhs
Group C	Service Regulator	01.02 Lakhs
Group D	Commercial Regulator	03.78 Lakhs

If the bidder's working capital is inadequate or negative, the bidder should furnish a letter from the Bidder's bank (as per format F-3B) having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least for the working capital requirement as stated above.

Note:

- In case of tenders having bid submission date up to 6 months from the end of the preceding financial year as followed by the bidder's firm and audited financial results of the immediate three preceding financial years from bid submission date are not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after the 6th month from the end of the preceding financial year as followed by the bidder's firm, bidder has to compulsorily submit the audited financial results for the immediate 03 preceding financial years from the bid submission date.
- Bidder to quote for full quantity of quoted groups. Bid with part quantity shall be liable for rejection
- Bidder quoting for more than one group, Financial BEC qualification shall be on cumulative basis for respective groups.
- The bidder shall be required to submit documentation and proof for the above



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requirements and purchaser may at its DISCRETION make additional checks for the same.

9.3 **The documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:**

Sl. No.	BEC Clause no.	Documents required
Technical BEC		
1	9.1.2	<p>Bidder must submit (in case of manufacturer):</p> <p>a). Copies of Purchase Order / Work order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection report/ dispatch clearance or any other documentary evidence issued by the purchaser/ end user in support of supply of natural gas regulator in the last 7 years as detailed in BEC. The proof of execution should have cross-reference of the purchase order/work order.</p> <p>b). Documents as per material requisition (MR).</p>
2	9.1.3	<p>Bidder must submit (in case of supplier):</p> <p>a) Copies of Purchase Order / Work order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection report/ dispatch clearance or any other documentary evidence issued by the purchaser/ end user in support of supply of natural gas regulator in the last 7 years as detailed in BEC. The proof of execution should have cross-reference of the purchase order/work order.</p> <p>b) Duly signed and stamped copies of the authorization certificates from the manufacturer must be submitted with the Technical Bid.</p> <p>c) Documents as per material requisition (MR).</p>
Financial BEC		
1.	9.2.1 Annual Turnover	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years.</p> <p style="text-align: center;">AND</p> <p>Certificate from Chartered Accountant for details of financial capability (F-16).</p>
2.	9.2.2 Net Worth	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year.</p> <p style="text-align: center;">AND</p> <p>Certificate from Chartered Accountant for details of</p>



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		financial capability (F-16)
3.	9.2.3 Working Capital	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year. In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format F-3B), having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC. Certificate from Chartered Accountant for details of financial capability (F-16).

9.4 Authentication of document submitted in support of Bid Evaluation Criteria (BEC)

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 Chartered Engineer and notary public with legible stamp.
Financial Criteria of BEC	Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-3A duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

10.0 BID SECURITY/EMD

There shall not be any bid security for this tender as per government notification F 9/4/2020-PPD however bidder has to submit duly signed & stamped Bid Security/ Earnest Money Deposit Declaration as per Annexure-A with the bid document.

11.0 PRE-BID MEETING

11.1 The bidder(s) or his representative who intend to bid and who have either purchased the tender document or paid the tender fees for downloaded document are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any must reach Consultant via E-mail at least Two (02) days prior to pre bid meeting date.

11.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

11.3 Instructions to bidders for Pre-bid meeting through video conferencing:

In case of pre-bid meeting through video conferencing, all bidders intending to attend pre-bid meeting must send their interest through email along with details of registration on e-tender website. E-mail received from bidders within due date and time shall be invited formally through email to attend the meeting. Instructions to bidders:

- (i) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.



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- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (iv) Time slot shall be allotted to each bidder to ask his queries.
- (v) Recording shall be done for pre-bid meeting.
- (vi) Clarifications or queries raised shall be responded to during meeting or through subsequent email.
- (vii) In view of COVID 19, mass gathering is to be avoided as a precautionary measure. Considering the same, in case of physical pre-bid meeting bidders are advised to limit themselves to only 01 representative from their organization to attend the pre-bid opening.

12.0 GENERAL

- 12.1 GNGPL /VCS reserve the right to carry out capability assessment of the bidder including referral to in-house information.
- 12.2 GNGPL /VCS will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 12.3 Bid document is non-transferable.
- 12.4 Bids received after stipulated last date and time, due to any reasons what-so-ever, will not be considered.
- 12.5 GNGPL /VCS will follow purchase preference policies as per prevailing guidelines of Government of India.
- 12.6 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. 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, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer.
- 12.7 Bids sent in physical form/ through Fax/ E-mail/ Computer floppy shall not be accepted.
- 12.8 GNGPL /VCS reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.9 Bidder shall send duly filled in "Acknowledgement Cum Consent letter" through return fax or latest be within 7 days of date of issue to contact person as mentioned in bid document.

This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.
- 12.10 Contact details of owner is given below

A. OWNER

Goa Natural Gas Private Limited



INVITATION FOR BIDS (IFB)



Shri Nilesh Nagawade
Senior Manager – C&P
C/O RAJAN VILLA, Plot No. 33
Housing Board Colony
Behind Patrakar Colony
PORVORIM Goa-403521
Ph.: 0832-2412933
Email Id: nileshnagawade@bharatpetroleum.in

B. PURCHASER

Contracts & Procurement - CGD
VCS Quality Services Private Limited
B-10, 2nd Floor, Bajaj Bhawan,
Sector 3, Noida -201301
Tel: +91-9899812852 / 7503103601
E-mail: rachna.shukla@vcsprojects.com
cp2@vcsprojects.com

CUT-OUT SLIP FOR PHYSICAL DOCUMENTS

(To be pasted on the envelope containing Power of Attorney)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT:	GOA NATURAL GAS PRIVATE LIMITED
PROJECT:	CITY GAS DISTRIBUTION PROJECT AT NORTH GOA
TENDER NO.:	GNGPL/C&P/T-30 dated 03.08.2021
TENDER ID:	VCS2100005
ITEM:	TENDER FOR SUPPLY OF NATURAL GAS REGULATOR IN NORTH GOA GA
DUE DATE & TIME OF SUBMISSION:	
	To, Head of Department Contracts & Procurement (CGD) VCS Quality Services Pvt Ltd. B-10, 2nd Floor, Bajaj Bhawan Sector – 3, Noida – 201301 Telephone: +91 9899812852 / 7503103601 Email: rachna.shukla@vcsprojects.com cp2@vcsprojects.com

FROM:

NAME OF BIDDER:

ADDRESS:



INSTRUCTIONS TO BIDDERS (ITB)



SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)



[A.] INTRODUCTION

1.0 SCOPE OF BID

- 1.1 The Purchaser/ Owner/ Employer/ GNGPL as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "Supplier") shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job 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.
 - 'Day' means 'Calendar Day'
 - The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 38.0 (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

- 2.2 The Bidder is not put on 'Holiday'/ Banning List by GNGPL or Public Sector Project Management Consultant (like EIL, VCS only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of GNGPL or banned/ blacklisted by Government department/ Public Sector on Due Date of Bid Submission.

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

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/VCS by the bidder.

It shall be the sole responsibility of the bidder to inform GNGPL/VCS in case the bidder is put on 'Holiday'/ 'Banning List' by GNGPL or Public Sector Project Management Consultant (such as EIL, VCS. 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 38.0 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

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/ VCS by the bidder.

It shall be the sole responsibility of the bidder to inform GNGPL/ VCS in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission 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



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clause no. 38 of ITB.

- 2.4** Bidder shall not be affiliated with a firm or entity:
- that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services form a part of or
 - 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.

Power of Attorney:

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

- In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - In case of Proprietorship: by Proprietor
 - In case of Partnership: by all Partners or Managing Partner
 - In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - In case of Public / Limited Company: POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO
- In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

- 2.7** Bids shall be evaluated as per Bid Evaluation Criteria (BEC) clause no 8.0 of IFB of commercial Volume.

3.0 ONE BID PER BIDDER

- 3.1** A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified

- 3.2** A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity



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or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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

3.3 Alternative bids are not acceptable.

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

Note: Further, the Details of Partner(s) / Proprietor / Power of Attorney holders of bidder are to be necessarily sought in Format for 'Bidder's General Information' in the tender document

4.0 COST OF BIDDING

4.1 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.

4.2 *No tender document will, however, be issued to the bidder who are on 'Holiday' by GAIL GAS Limited/ BPCL/ GNGPL or Public sector Project management Consultant (like EIL, MECON etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/Public sector or on suspension list of GNGPL/ GAIL Gas/ BPCL on due date of submission of bid. If the document were issued inadvertently/downloaded from website, offers submitted by such bidder shall not be considered for opening/evaluation/award and will be returned immediately to such bidder. The above is without prejudice to the other rights of GNGPL.*

5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

5.1 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site 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 supply/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 Purchaser 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 Purchaser 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 intending bidders shall be deemed to have visited the site and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Supply in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance

6.4 The Bidder shall not be entitled to hold any claim against GNGPL for non-compliance due to



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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 DOCUMENT

7.0 CONTENTS OF BIDDING DOCUMENT

7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS" of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)

Volume II: Technical Volume

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8.0 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bid documents may notify the GNGPL and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The GNGPL / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. GNGPL/ VCS will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the GNGPL's/ VCS's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on TENDERWIZARD's e-procurement website <https://www.tenderwizard.com/VCS> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".

8.3 The Bidder shall submit their queries / clarifications to VCS in the format "F-15"

9.0 AMENDMENT OF BIDDING DOCUMENTS



INSTRUCTIONS TO BIDDERS (ITB)



- 9.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 9.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 9.0 and shall be hosted on the on website www.vcsquality.com and Tenderwizard e-tendering website (<https://www.tenderwizard.com/VCS>) before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.
- 9.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.
- 9.4 Bidders are advised to visit TENDERWIZARD's e-tendering website <https://www.tenderwizard.com/VCS> from time to time to get updated information / documents.

[C.] PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and GNGPL/VCS 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 Bidders' country in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 10.2 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.

11.0 DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.
- 11.1.1 **Techno-commercial / un-priced bid**
- 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - 'Bidder's General Information', as per 'Form F-1'.
 - 'Bid Form', as per 'Form F-2'
 - Copies of documents, as required in 'Form F-3'
 - As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
 - 'Letter of Authority' on the Letter Head, as per 'Form F-5'



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- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-9'
- (k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (l) Undertaking on the Letter head, as per the Form F-10.
- (m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder as per the Form F-11.)
- (n) Any other information/details required as per Bidding Document
- (o) EMD/ Bid Security Declaration (Annexure-A) in original as per Clause 15.0 of ITB
- (p) All forms and Formats including Annexures.
- (q) Tender Document shall sign by the Authorized Signatory.
- (r) Additional document specified in IFB, ITB, GCC, Special Conditions of Contract (SCC), Scope of Supply, if any
- (s) Integrity Pact as per Form F-17 (Not Applicable)
- (t) Details of Quoted Scope as per Form F-21
- (u) Undertaking on letterhead regarding bidder sharing border with India as per Form F-21,
- (v) Undertaking of Bidder for Purchase Preference and Applicability of PPLC Policy as per Form F-22

Note: All pages of the bid offer to be signed and stamped by an authorised representative (as described in bid document) of the bidder.

11.1.2 **Price Bid**

The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

12.0 **BID FORM**

13.0 The Bidder shall complete all the Bid Forms attached in Section-V "FORM & FORMAT" of bid document and submit the same as a part of "Techno-Commercial Un-priced bid "as per clause "DOCUMENTS CONSTITUTING THE BID" of ITB.

14.0 In two-part bidding as specified in IFB, Bidder shall furnish its bid on e-tendering website (<https://www.tenderwizard.com/VCS>) in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security declaration but not the price schedule, the second part will contain only price schedule.

15.0 **PRICE SCHEDULE / BID PRICES**

15.1 Bidders shall indicate the following in the Price Schedule/SOR format.

15.2 Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to



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be incorporated in the goods including TPIA charges.)

- 15.3** GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- 15.4** Inland transportation upto Delivery Location and other costs incidental to delivery.
- 15.5** The material is required to be delivered through a reliable bank approved Road Transport Company.
- 15.6** Also, GNGPL reserves the right to transport the material with its own transporter.
- 15.7** Charges for incidental services, as per SOR, and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 15.8** It shall be the endeavour of the Purchaser to arrange transit insurance (refer bidding document for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 15.9** Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 15.10** The delivery basis of the goods is mentioned in bidding document. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 15.11** All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the specific Format, as provided in ITB and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 15.12** 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, whatsoever.
- 15.13** The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- 15.14** Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.
- 16.0 TAXES AND DUTIES**
- 16.1** Within the contractual delivery/ completion period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GNGPL's account.

Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery/ completion period 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.



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- 16.2** In case of statutory variation(s) in the taxes & duties mentioned at clause no. 12.1 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.
- 16.3** 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 it's applicability with respect to the Contract.
- 16.4** Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 16.5** 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.
- 16.6** If input tax credit is not available to GNGPL for any reason not attributable to GNGPL, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by GNGPL to the Supplier.
- 16.7** 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.
- 16.8** 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.
- 16.9** 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.
- 16.10** However, in case any unregistered bidder is submitting their bid, there prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- 16.11** 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.
- 16.12** **Anti-profiteering clause**
As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.
- 16.13** GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed



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various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 11 and 12 of ITB.

17.0 BID CURRENCIES

Bidders must submit bid in **Indian Rupees (INR)** only.

18.0 BID VALIDITY

18.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by GNGPL/VCS as 'non-responsive'

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

19.0 EARNEST MONEY DEPOSIT/ BID SECURITY

Bidder is not required to submit Earnest Money Deposit/Bid Security for this tender however, Bidder is required to submit Declaration for Bid Security/ EMD in bid as per attached proforma at Annexure-A.

20.0 PRE-BID MEETING

20.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address/ video conferencing as specified in tender documents. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

20.2 The Bidder must submit their queries / clarifications to VCS in the format "F-15", as mentioned at clause no. 10.0 of ITB.

20.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on VCS, GNGPL website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause- 6.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8.0", and not through the minutes of the Pre-Bid Meeting.

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

21.0 FORMAT AND SIGNING OF BID

21.1 The Bid shall be typed or written in indelible ink 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 un-amended printed literature where entry(s) or amendment(s) have been made shall be fulfilled by the person or persons signing the Bid.

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

22.0 ZERO DEVIATION AND REJECTION CRITERIA

22.1 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. GNGPL will determine the substantial responsiveness of each bid to the



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Bidding Documents pursuant to provision contained in clause 18.2 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' 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, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

22.2 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 Declaration as per Annexure-A
- (c) Specifications & Scope of Services
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court k) Force Majeure & Applicable Laws
- (k) Payment terms
- (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
- (n) Submission of prices in unpriced/technical 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.

23.0 E-PAYMENT

23.1 Payments to Suppliers will be made electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

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



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24.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

24.1 The bidders are required to submit soft copies of their bid electronically on the E-Tender Portal (<https://www.tenderwizard.com/VCS>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-Tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-Tender Portal. For more information, detailed guides and FAQs, bidders may visit the E-Tender Portal <https://www.tenderwizard.com/VCS>.

24.2 REGISTRATION PROCESS ON ONLINE PORTAL

- i. Bidder has to enrol on the e-Procurement module of the portal <https://www.tenderwizard.com/VCS> by clicking on the link "Vendor Registration".
- ii. The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- iii. Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on "retrieve details" button on the Vendor Registration page.
- iv. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Tender Portal.
- v. Bidders will be asked to provide their refund bank account details. These details will only be used for Bid Security (if any) refund purpose only in case where Bid Security (if any) is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
- vi. Registration charges of Rs. 2000/- plus applicable GST shall be charged by Tenderwizard from all the bidders (non-refundable through their e-payment gateway). Registration shall be valid for 2 years on Tenderwizard.
- vii. Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- viii. Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- ix. Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section "System prerequisites" below for details.
- x. The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to twregdelhi@etenderwizard.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- xi. Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.
- xii. Foreign bidders are advised to refer "DSC details for Foreign Bidders" on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

24.3 SYSTEM PREREQUISITES



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- i. Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.
- ii. Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.
- iii. Once fully installed, search in your start menu- “Configure Java” and run it.
- iv. Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://www.tenderwizard.com/VCS> in the new row. Click on “Add” then “Ok” and again “Ok”.

24.4 TENDER DOCUMENTS SEARCH

- i. Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- ii. After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.
- iii. After Logged-In tenders will be visible in “Vendor-Unapplied” category where bidders choose interested tenders and then click on ‘Request tender’ icon to pay the form fees (if applicable). After request procedure bidder will get tenders in “Vendor-In progress” category in which bidders can get the tender documents and price bid. Meanwhile, bidder must require to pay the e-tender processing fee to Tenderwizard through E-payment before bid submission.
- iv. Bidder has to log into the site well in advance before the sale date and time of the tender in over. VCS or Tenderwizard shall not be responsible for any last minute issues regarding processing fee payment.

24.5 BID PREPARATION

- i. Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- ii. Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “Document Library” link on the portal first. These can be later attached as part of their bid documents during bid submission.
- iii. Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

24.6 BID SUBMISSION

- i. Bidder will be entirely responsible for any last minute issues and Tenderwizard or VCS shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- ii. For Bid Security (if any), bidder has to select the mode of payment (DD) and fill in the required details along with scanned copy. Exempted vendors can select ‘Exemption’ and upload valid certificate for the same.
- iii. A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.



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- iv. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- v. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vi. It is important to note that the bidder has to click on the 'Submit the tender form button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- vii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

24.7 ASSISTANCE TO BIDDERS

- i. Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- ii. For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to E-Tender Portal in general may be directed to the 24x7 Tenderwizard Helpdesk. The contact number for the helpdesk are 011-49424365.

24.8 EMAIL SUPPORT:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to twregdelhi@etenderwizard.com with a copy to dscdelhi@etenderwizard.com. Any issues encountered due to last minute actions by the bidders shall not be the responsibility of VCS or Tenderwizard. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

25.0 DUE DATE AND TIME OF BID SUBMISSION

25.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

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

26.0 LATE BIDS/ UNSOLICITAED Bid/ BID SUBMISSION AT OTHER Place

26.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission. Through e-tendering portal which shall be closed immediately after the deadline for submission of bid and no bids can be submitted thereafter.

26.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject



INSTRUCTIONS TO BIDDERS (ITB)



to the original deadline will thereafter be subject to deadline as extended.

27.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 27.1** The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 27.2** Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's banning/ putting on holiday list pursuant to clause 18.0 of ITB and rejection of bid.
- 27.3** The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 27.4** In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per tender documents

[E.] BID OPENING AND EVALUATION

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

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

29.0 BID OPENING

- 29.1** Un-Priced bid opening shall take place after 1500 Hrs of stipulated date of bid submission on e-portal.
- 29.2** After un-priced technical and commercial bid evaluation, priced Bid opening meeting of techno-commercially qualified bidders may be conducted through Video Conferencing.
- 29.3** Bidder shall be required to submit an authorization letter of the authorized person via E-mail separately.

30.0 CONFIDENTIALITY

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

31.0 CONTACTING THE EMPLOYER

- 31.1** 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.
- 31.2** Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

32.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS



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- 32.1** 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
- Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - Has been properly signed;
 - Is accompanied by the required 'Earnest Money / Bid Security' Declaration;
 - Is substantially responsive to the requirements of the Bidding Documents; and
 - Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"
- 32.2** 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:
- "Deviation" is departure from the requirement specified in the tender documents.
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 32.3** A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 32.4** The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 32.5** If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.
- 33.0** **CORRECTION OF ERRORS**
- 33.1** 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:
- 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.
 - 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 will be corrected accordingly.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.



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- (iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

33.2 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 bidder may be put on watch list/holiday/ banning list as per declaration submitted for Bid Security/ EMD.

34.0 EVALUATION AND COMPARISON OF BIDS

34.1 Evaluation shall be done on **Group wise basis**, based on total price including applicable GST (CGST&SGST/ UTGST or IGST).

Notes:

- 1) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- 2) In case any cess on GST is applicable same shall also be considered in evaluation.

34.2 In case it is observed that any bidder has not quoted (left blank) 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.

34.3 If after evaluation, such bidder is found to be the lowest evaluated bidder, the rated for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

34.4 Any uncalled-for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the bid, shall not be considered

34.5 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices, etc.

34.6 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

35.0 QUANTITY VARIATION

35.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

35.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

36.0 PURCHASE PREFERENCE

36.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

36.1.1 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.



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- (ii) Exemption to MSEs from payment of EMD/Bid Security.
- (iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L-1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

In case tendered item is non-split able or non-dividable, MSE quoting price within price band L-1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L-1 price.

36.1.2 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.

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

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

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

36.1.4 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



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Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

36.1.5 The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

36.2 PURCHASE PREFERENCE LINKED WITH LOCAL-CONTENT (PP-LC)

PP-LC policy shall be applicable as per Appendix-I

37.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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

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

Explanation—

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

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

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-23.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

7. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration



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shall not be a relevant consideration during contract execution.

[F.] AWARD OF CONTRACT

38.0 AWARD

- 38.1 The Owner/ Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on **Group wise basis** to GNGPL and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 38.2 Owner also reserves the right to negotiate the quoted prices before award of work.
- 38.3 In case, after price bid opening the lowest evaluated bidder (I-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to retendering, GNGPL shall take action as per EMD/ Bid Security declaration (Annexure-A) submitted by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s) / items(s).
- 38.4 Such bidder will be put on holiday for a period of six months after following the due procedure as per GNGPL policy of Performance Evaluation.

39.0 SPLIT OF WORK

Not Applicable

40.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 40.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GNGPL either by Fax / E – mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GNGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GNGPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 40.2 Contract/ Delivery/ Completion Period shall commence from the date of Notification of Award/ FOA or as mentioned therein.
- 40.3 Successful Bidder's / Supplier's furnishing the 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-37.0

41.0 DISPATCH SCHEDULE

- 41.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / GNGPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in tender documents or as per Purchase Order, if a separate person is mentioned therein:



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- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

41.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GNGPL, the concerned designated order issuing authority may be contacted in this regard.

41.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

42.0 CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

42.1 Within 30 days of the receipt of the notification of award/ FOA from GNGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance 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. However, CPG/SD shall not be applicable in cases wherein the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST). The successful bidder has the option to submit CPG/SD as per the following details:

Procurement of materials

Bidder shall submit CPBG of 3% of Total Contract Value within 30 days of issuance of LOI/ LOA.

The Contract Performance Guarantee shall be for an amount as specified in tender documents towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / GST (CGST & SGST/UTGST or IGST).

42.2 Bank Guarantee towards Contract Performance 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 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 Warranty/ Guarantee Period specified in Tender Document.

42.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and may be put on watch list/holiday/ banning list as per declaration submitted in lieu of Bid Security/ EMD.

42.4 Further, the bidder can submit CPBG on line through issuing bank to Goa Natural Gas Private Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Goa Natural Gas Private Limited.

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

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



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43.2 The Fraud Prevention Policy document is available on GNGPL's website (<https://www.goanaturalgas.com>)

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

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

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

44.0 PACKING INSTRUCTIONS

44.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

44.2 Fragile articles should have special packing materials depending on type of materials.

44.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

44.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

44.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

44.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.

44.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No..... Net

Wt..... Kgs,



INSTRUCTIONS TO BIDDERS (ITB)



Gross Wt..... Kgs.
Dimensions.....X.....X.....CM. Package No.
(Sl. No. of total packages).....

Seller's Name.....

44.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant.

The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

45.0 **VENDOR PERFORMANCE EVALUATION**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed tender documents. The Period of Holiday mentioned in GCC clause no. 28.1.3 shall be superseded by the period mentioned in tender documents.

46.0 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

47.0 **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES**

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.

48.0 **DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING**



INSTRUCTIONS TO BIDDERS (ITB)



APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 48.1** Goa Natural Gas Private Limited has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GNGPL's web site <https://www.goanaturalgas.com> for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.
- 48.2** Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.
- 48.3** In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 48.4** Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 48.5** If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 48.6** Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Goa Natural Gas Private Limited Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 48.7** The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 48.8** The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

49.0 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

To meet the project exigencies, repeat order can be resorted for any city against a valid contract.



INSTRUCTIONS TO BIDDERS (ITB)



50.0 PROVISIONS FOR STARTPUS

(AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) Not Applicable for this tender



GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

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1.0 DEFINITION

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.1 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **CONSULTANT** [if engaged] shall mean M/s VCS QUALITY SERVICES PRIVATE LIMITED having its registered office at 505, 5th Floor, 360 Degree Business Park, Next to R-Mall, L.B.S. Marg, Mulund West, Mumbai 400080.
- 1.3 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully **commissioned** by the Seller and handed over to the PURCHASER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the **complete** equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, **sections** and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by **PURCHASER/CONSULTANT** at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works **performed** under the Contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by **PURCHASER/CONSULTANT** through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER** shall mean **GOA NATURAL GAS PVT. LTD. (GNGPL)** having its **registered** office at Plot No. 33, Rajan Villa, Journalist Colony, Porvorim, Goa- 403521 (INDIA) The term PURCHASER includes successors, assigns of GNGPL.
- 1.14 **PERFORMANCE AND GUARANTEE TESTS** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.



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PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 **SELLER** shall mean the person, firm or company with whom PURCHASE ORDER/**CONTRACT** is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 **SERVICE** shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 **SITE** designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or **commissioned**.
- 1.18 **SPECIFICATIONS** shall mean and include schedules, details, description, statement of **technical** data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 **SUB-CONTRACT** shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 **SUB-CONTRACTOR** shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 **START-UP** shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection **and** check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 **TESTS** shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 **TESTS ON COMPLETION** shall mean such tests as prescribed in the Contract to be performed by **the** Seller before the Works are taken over by the PURCHASER

2.0 SELLER TO INFORM

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

3.0 APPLICATION

- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



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4.0 COUNTRY OF ORIGIN

4.1 For purposes of this Clause “origin” means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.0 SCOPE OF CONTRACT

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER’s responsibility) shall be provided by SELLER without any extra cost

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 STANDARDS

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in



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the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9.0 MODIFICATION IN CONTRACT

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

- 10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of



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the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements

12.0 PERFORMANCE GUARANTEE

12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT

13.0 INSPECTION, TESTING & EXPEDITING

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.



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- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.



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13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

14.2.4 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.2.5 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the



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SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to en-cash Performance Guarantee in full or part.

15.0 DELIVERY & DOCUMENTS

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery
 - In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16.0 TRANSIT RISK INSURANCE

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.

Insurance Requirements:

Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by Seller.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country



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shall be arranged and borne by Seller.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

16.3 PURCHASER's Insurance Agent:

[The name and address-as mentioned under SCC]

17.0 TRANSPORTATION

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18.0 INCIDENTAL SERVICES

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19.0 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:



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- a. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- b. Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:

19.2.1 The construction, execution and commissioning

19.2.2 2 years operation and maintenance.

19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts

19.4 Type and sizes of bearings shall be clearly indicated

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20.0 GUARANTEE

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

20.1.1 No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

20.1.2 If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the



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Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

- 20.1.3 PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21.0 TERMS OF PAYMENT

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract



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and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22.0 PRICES

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23.0 SUBLETTING & ASSIGNMENT

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24.0 TIME AS ESSENCE OF CONTRACT

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25.0 DELAYS IN THE SELLER'S PERFORMANCE

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:



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- (i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- (ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- (iii) Hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1. Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

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

(Date of delivery / completion date shall be the date of Bill of Lading, date of RR /LR, date of successful commissioning and handing over the plant to OWNER)".

26.4 In case of certain specific job if considered workable the following condition may be incorporated in the Special Conditions of Contract (SCC) of the tender:

In a contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½% of the value of the delayed delivery maximum up to 5% of the total order value.



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In case of Annual Rate Contracts (ARC), the price reduction schedule to be made applicable against individual release order with specific delivery period and not on the total ARC value.

NOTE:

Article 29 referred to in the above provision deals with force majeure provisions wherein the supplier is permitted extension in time without levy of PRS.

27.0 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from else-where at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28.0 TERMINATION OF CONTRACT

- 28.1 Termination for Default
- 28.1.1. The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A. If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
 - B. If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
 - C. If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2. In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 28.1.3. In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GNGPL Against any type of tender nor their offer will be considered by GNGPL against any on-going tender (s) where contract between GNGPL and that particular VENDOR (as a bidder) has not been



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finalized] for three years from the date of termination by GNGPL to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

28.3.1. The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2. The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- A. to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- B. to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29.0 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

- A. War/hostilities
- B. Riot or Civil commotion
- C. Pandemic
- D. Earthquake, flood, tempest, lightening or other natural physical disaster.
- E. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the SELLER.

29.1.1. The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply

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

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



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to price reduction for delayed deliveries, as stated elsewhere.

30.0 RESOLUTION OF DISPUTES/ARBITRATION

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Goa

30.4 Arbitration

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

The PURCHASER (GNGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Goa, India

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

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

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31.0 GOVERNING LANGUAGE

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be



GENERAL CONDITIONS OF CONTRACT (GCC)



written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32.0 NOTICES

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

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

33.0 TAXES & DUTIES

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34.0 BOOKS & RECORDS

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35.0 PERMITS & CERTIFICATES

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36.0 GENERAL

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions.

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due



GENERAL CONDITIONS OF CONTRACT (GCC)



All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 **Payments, etc. not to affect rights of the PURCHASER**

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.

36.5 **Cut-off Dates**

No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37.0 **IMPORT LICENSE**

37.1 No import license is required for the imports covered under this document.

38.0 **FALL CLAUSE**

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any dept. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations⁶⁴ including the Purchaser or any dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- A. Exports by the Contractor/Supplier or
- B. Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- C. Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: -

"I/We certify that there has been no reduction in sale price of the items/goods/materials of



GENERAL CONDITIONS OF CONTRACT (GCC)



description identical to those supplied to the GNGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Dept. Of Central Govt. or any dept. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GNGPL under the order.”

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39.0 PUBLICITY & ADVERTISING

39.1 Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40.0 REPEAT ORDER

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41.0 LIMITATION OF LIABILITY

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITION OF CONTRACT

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. Similarly, provisions of Technical Specifications shall over-ride any such provisions mentioned in SCC & GCC.

1.0 DEFINITIONS

- 1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB
- 1.2 Effective Date shall mean the date on which Sellers obligations will commence and that will be the date of Fax of Acceptance (FOA).
- 1.3 Warehouse / Dump Yard / Dump site / Storage Yards shall mean a placed hired / owned by Employer for the purpose of storing the material and delivering the materials.

2.0 INTERPRETATIONS

- 2.1 Where any portion of the GCC – Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC-Goods shall be deemed to govern the provisions of the GCC – Goods and SCC Goods provisions shall prevail to the extent of such repugnancy, or variations exist.
- 2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires
- 2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 2.4 All headings, subtitles and marginal notes to the clauses of the GCC – Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 2.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchasers obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/ Consultants obligation to the extent the context so means/ requires.

3.0 SCOPE OF SUPPLY

- 3.1 Seller's scope shall include
 - (a) design and manufacturing of items as per Material Requisition technical specifications;
 - (b) preparation of Quality Assurance / Quality control programme;
 - (c) obtaining GNGPL / VCS's approval;
 - (d) arranging Inspection and Testing certification;



SPECIAL CONDITIONS OF CONTRACT (SCC)



- (e) Inspection and obtaining Inspection Release Note;
- (f) obtaining dispatch clearance;
- (g) Packing;
- (h) Loading on truck/trailer for Indian Bidder including transit insurance, loading and Unloading of Gas Regulators at GNGPL's store/site
- (i) commissioning assistance (if required any)

4.0 PACKING, MARKING AND SHIPMENT

- 4.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

5.0 CONTRACT PERIOD & DELIVERY SCHEDULE

- 5.1 Contract Period shall be for one (01) year.
- 5.2 Refer clause no. 05 of IFB of this tender document for Group wise LOT quantity requirement.
- 5.3 The basis of delivery will be FOT site, Goa basis.

6.0 DESPATCH INSTRUCTIONS

- 6.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- 6.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

7.0 INDEPENDENT SELLER

- 7.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

8.0 LIEN

- 8.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

9.0 RECOVERY OF CUSTOM DUTY, GST ETC.

- 9.1 In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately, on enforcement of such variation, under intimation to the Contractor.

10.0 REJECTION

- 10.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to



SPECIAL CONDITIONS OF CONTRACT (SCC)



dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

10.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER

11.0 LIMITATION OF LIABILITY

11.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damage, loss of profits or loss of production.

12.0 INSURANCE

12.1 Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the material are handed over to GNGPL/ VCS.

12.2 Employer will be co-insured in the Policy.

12.3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.

12.4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.

12.5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

13.0 GOVERNING LAW

13.1 Laws of India will govern the Agreement and Goa courts will have exclusive jurisdiction on all matters related to Agreement.

14.0 OWNER'S RIGHTS AND REMEDIES

14.1 Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

15.0 GUARANTEE

15.1 If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of twelve (12) months from the date of commissioning of the equipment or prior to expiry of twenty four (24) months from the date of last shipment, whichever is earlier, first expire, and the SELLER is notified thereof,



SPECIAL CONDITIONS OF CONTRACT (SCC)



SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to 70ulfil the foregoing guarantees.

16.0 PRICE REDUCTION SCHEDULE (PRS)

- 16.1 In case of delay in delivery of Gas Regulators beyond the contractual delivery period PRS will be applicable. PRS will be @½% (half percent) per complete week of delay or part thereof for the unsupplied portion, subject to maximum of 5% of the total order value.
- 16.2 For PRS purpose the date of delivery at FOT site, Goa will be considered.
- 16.3 The value referred in PRS clause is excluding taxes & duties.

17.0 TERMS AND MODE OF PAYMENT

- 17.1 The following shall be read in conjunction with Clause no. 21 of GCC (Goods)
- 17.1.1 **90% (Ninety five percent) payment** along with freight charges including all taxes & duties will be paid progressively on pro-rata basis on receipt & acceptance of goods at FOT site after adjustment of PRS, if any along with submission of following documents:
- Invoice in triplicate in compliance with GST law in force
 - Inspection Release note by Owner or his appointed or approved agency.
 - Original GR / LR
 - Packing List
 - Warranty Certificate and Test certificate
- 17.1.2 **Balance 10%** payment shall be released on submission of following document on closure of order:-
- No Claim Certificate
 - Statement of Completion
 - Extended BG period, in case supply is delayed beyond contractual time period
 - Receipt of final technical documents (if any) as specified in PR

Note: Documents related to above points shall be submitted in company letter head duly signed and stamped.

17.2 MODE OF PAYMENT

- 17.2.1 Payment will be released through E-payment as detailed in clause 19.0 of ITB
- 17.2.2 The INVOICE (as per GST Act/ Rules) shall be raised in favour of EIC, GNGPL to be informed at the time of placement of order.

17.3 DEDUCTION AT SOURCE

- 17.3.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 17.3.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

17.4 PAYING AUTHORITY:

Chief Finance Officer,
M/s Goa Natural Gas Private Limited
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM, Goa -403521



SPECIAL CONDITIONS OF CONTRACT (SCC)



18.0 REPEAT ORDER

CLAUSE NO. 40.1 OF GCC (GOODS) SHALL BE MODIFIED TO THE FOLLOWING EXTENT:
- Purchaser reserves the right, within 6 months of order; to place repeat order upto 50% of the original quantity without any change in unit price or other terms and conditions. In case of single quantity, purchaser reserves the right to place the repeat order for single quantity without any change in unit price or other terms & conditions.

19.0 ORIGIN OF GOODS

(In partial modification to GCC)

A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

20.0 FALL CLAUSE

Fall Clause under Clause 38 of GNGPL's GCC Goods stand deleted.

21.0 QUALITY ASSURANCE/QUALITY CONTROL

21.1 The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

21.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

21.3 The Purchaser/ Consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/ site as deemed necessary for quality assurance.

22.0 PERFORMANCE EVALUATION

22.1 The performance of Contractor to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor Performance Evaluation Procedure will be as per Annexure-IV this bidding document.

23.0 CERTIFICATION

23.1 The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, preparation for packaging, forwarding, shipment, insurance, loading & unloading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided as stipulated in Technical Volume II of II.

24.0 THIRD PARTY INSPECTION AGENCIES

24.1 Refer Technical Volume II of II.

25.0 POST ORDER CORRESPONDENCE

25.1 All post-order correspondence shall be addressed to:

PURCHASER

- A. Engineer In-charge
M/s Goa Natural Gas Private Limited
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM



SPECIAL CONDITIONS OF CONTRACT (SCC)



Goa -403521

- B. In-charge, C&P
M/s Goa Natural Gas Private Limited
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM
Goa -403521

25.2

CONSULTANT

- C. Project Manager
VCS Quality Services Pvt. Ltd.
B-10, 2nd floor, Bajaj Bhawan
Sector-3, Noida-201301 (Uttar Pradesh)

26.0

GENERAL CONDITIONS

- 26.1 When the materials are dispatched to the consignee intimation must also be given to this effect.
- 26.2 Reference to the supply order should invariably be given in all the relevant correspondence.
- 26.3 The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated therein.
- 26.4 Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to GNGPL/VCS



FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	AGREED TERMS & CONDITIONS
F-10	UNDERTAKING ON LETTERHEAD
F-11	FORMAT FOR POWER OF ATTORNEY
F-12	CHECK LIST
F-13	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-14	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-15	BIDDER'S QUERIES FOR PRE-BID MEETING
F-16	E-BANKING FORMAT
F-17	INTEGRITY PACT
F-18	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT"
F-19	PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)
F-20	FREQUENTLY ASKED QUESTIONS (FAQs)
F-21	DETAILS OF QUOTED ITEMS
F-22	LAND BOND SHARING
F-23	PPLC POLICY OF MOPNG
Annexure-A	DECLARATION FOR BID SECURITY/ EMD



FORMS & FORMATS



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

TENDER NO:

SUBJECT:

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	



FORMS & FORMATS



18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (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.)
21	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit documents as specified it ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS



F-2

BID FORM

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

TENDER NO:

SUBJECT:

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 76 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:



FORMS & FORMATS



Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



FORMS & FORMATS



F-3

LIST OF ENCLOSURES

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

TENDER NO

SUBJECT:

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS



F-4 (NOT APPLICABLE)

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.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, 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.



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

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(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 along with documentary evidence.



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F-4A (NOT APPLICABLE)

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

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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 Goa natural Gas Private Limited, with the Tender No. Duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Goa Natural Gas Private Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.



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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



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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.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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



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this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GNGPL.



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F-6

“NO DEVIATION” CONFIRMATION

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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:



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F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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:



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F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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:



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F-9

AGREED TERMS & CONDITIONS

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Please specify the Dispatch Point	
5.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
5.1.	Freight charges, quoted separately	
5.2.	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
5.3.	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.13 of ITB	
6.a	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.b	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6.c	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
7.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
10.	Confirm your offer is valid for 3 MONTHS from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	Not Applicable
11. a	EMD/ Bid Security Declaration as per Annexure-A	
12.	Confirm acceptance to all provisions of ITB read in conjunction with tender documents	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
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.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
19.	<p>Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as nonresponsive and liable for rejection.</p> <p>* It shall be the sole responsibility of the bidder to inform Goa natural Gas Private Limited about the changes that may occur in the stated declaration during the course of finalization of the tender.</p>	
20.	<p>Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person</p>	
21.	<p>a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p> <p>c) The above documents submitted by shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director of the entity)</p>	
22.	<p>Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any Discrepancy noticed or observed at any stage,</p>	CONFIRMED



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	bidder shall be personally responsible not only for the damages or loss to Goa natural Gas Private Limited, but also for criminal proceedings under the relevant laws.	
23.	Confirm that scanned copy of the EMD / Bid Bond Declaration as per Annexure-A has been submitted along bid documents	CONFIRMED
24.	Confirm that no Price disclosing files have been attached with unpriced/ technical bid. *In case price disclosing files are attached in techno commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
25.	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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UNDERTAKING ON LETTERHEAD

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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:



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F-11

POWER OF ATTORNEY

[Bidder shall use own Power of Attorney Format]



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F-12

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	<input type="checkbox"/>
I.	Covering Letter, Letter of Submission	<input type="checkbox"/>
II.	Bid Security	Not Applicable
III.	Signed and stamped original copy of bidding document along with drawings and addendum (if any)	<input type="checkbox"/>
IV.	Power of Attorney in the name of person signing the bid.	<input type="checkbox"/>
V.	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	<input type="checkbox"/>
VI.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings	<input type="checkbox"/>
VII.	Details and documentary proof required against BEC/qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed	<input type="checkbox"/>
VIII.	Confirm submission of document along with techno-commercial bid as per bid requirement.	<input type="checkbox"/>
IX.	Confirm that all applicable forms duly filled in are enclosed with the bid duly signed by authorized person(s)	<input type="checkbox"/>
X.	Integrity Pact duly filled, signed and stamped (if Applicable)	<input type="checkbox"/>
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
i.	Confirm that no Price disclosing files have been attached with unpriced/ technical bid	<input type="checkbox"/>
3.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
4.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
5.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately	<input type="checkbox"/>



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6.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).	
-----	---	--

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-13

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

(To be provided on Bank's letter head)

Ref Tender No:

Date:

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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 :

Registration No. :

Stamp of Bank:



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F-14

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/CERTIFIED PUBLIC ACCOUNTANT(CPA) 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:	

NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

WORKING CAPITAL * AS PER LAST AUDITED FINANCIAL STATEMENT:

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

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

- 1) The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
- 2) The financial year would be the same as one normally followed by the bidder for its Annual Report.



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



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F-15

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

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 : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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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.



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ANNEXURE-1

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 EXTERNAL 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.



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ANNEXURE-2

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.



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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



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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



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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.



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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 /



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- 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: -----



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

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

PERFORMANCE GUARANTEE No.

Date:

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 placed / awarded the job / work of
_____ vide PO/LOA/FOA No.
_____ dated _____ for Goa Natural Gas Pvt. Ltd. Plot
No. 33, Rajan Villa, Journalist Colony, Porvorim, North Goa, Goa- 403521

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

The said M/s _____ has approached
us and at their request and in consideration of the premises we having our office at
_____ have agreed to give such guarantee as hereinafter
mentioned.

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if
default shall be made by M/s. _____ in
performing any of the terms and conditions of the tender 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.



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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 our 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. Bank also agrees that GNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GNGPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Goa.



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

Yours faithfully,

Bank by its Constituted Attorney

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

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 of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer.
4. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
5. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
6. Bidder can submit CPBG on line through issuing bank to GNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GNGPL.



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Not Applicable



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FREQUENTLY ASKED QUESTIONS (FAQs)

<u>SL.NO.</u>	<u>QUESTION</u>	<u>ANSWER</u>
<u>1.0</u>	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
<u>2.0</u>	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no. D of Section 1.1 of Tender document
<u>3.0</u>	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
<u>4.0</u>	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
<u>5.0</u>	Is there any Help document available	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs
<u>6.0</u>	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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Details of Quoted Scope

Bidder's Name:

Description	Quoted/ Not Quoted	EMD declaration submitted
Group A		
Group B		
Group C		
Group D		

(Seal & signature)



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F-22

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,
M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

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

- (i) not from such a country []
- (ii) if from such a country, has been registered with the Competent Authority. []
(Evidence of valid registration by the Competent Authority shall be attached)

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

We hereby certify that bidder **M/s** _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



APPENDIX-I

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

1. Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2. DEFINITIONS

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'**Non-local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic



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manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

2.8 Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

2.9 Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

2.10 Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing **manpower** (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

2.11 Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

2.12 Factory overhead cost shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

2.13 Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.

2.14 Indian Company means a company formed and registered under the Companies Act, 2013.

2.15 Foreign company means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent. physically or through electronic mode: and (b) conducts any business activity in India in any other manner.

3. SCOPE

3.1. This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.

3.2. In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and



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MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order:-

(a) Public Procurement Policy for MSE 2012

(b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

3.3. The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

4. MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be 20%.

5. ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

5.1. In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>

5.2. For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.

5.3. Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and Class-II local suppliers'.

5.4. Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.



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- 5.5. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7. For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

6. PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1. In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:
- 6.2. The manufacturers/ service providers having the capability of meeting/exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 6.2.1. Wherever the goods/ services are procured under this policy, eligible (techno- commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno- commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

6.2.2. Goods:

- (a) If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire



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procurement value shall be awarded to such bidder.

**** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.**

(b) If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

6.2.3. **Services/EPC Contracts:**

(a) In case tender for services/ EPC cannot be split (as specified in BDS), The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

(b) In case tender for services/EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.2.4. For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.2.5. The procedure for award of contract/ order under the policy is at Enclosure-I.

7. Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

7.1. **LC of Goods**

7.1.1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2. The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.

7.1.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the



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combination of goods.

7.2. LC of service

7.2.1. LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3. The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3. LC of the EPC Contracts:

7.3.1. LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

7.3.2. The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

7.3.3. The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4. Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8. CERTIFICATION AND VERIFICATION



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8.1. Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1. At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practising chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.2. After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.



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- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

8.2. Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

8.3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

8.4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.

8.5. GAIL Gas shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

9. Sanctions

9.1. During execution, it shall be the responsibility of the supplier/contractor to



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ensure fulfillment of the minimum local content specified in the bidding document failing which GAIL Gas shall impose sanction on manufacturers/service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

- 9.2. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the GAIL Gas shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL Gas's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4. In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

PROCEDURE FOR AWARD OF CONTRACTS/ ORDERS

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- 1.1 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure
 - i Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - ii If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.



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In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 1.2 In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class- I local supplier', the contract will be awarded to L1.
 - ii If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

I Non divisible item

L1 bidder is non MSE, non Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

II Divisible item-Case 1

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC



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L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

III Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

IV In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

V In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.



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FORM-1 (APPENDIX-1)
UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>
Policy to Provide Purchase Preference (linked with local content)	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-2(APPENDIX-1)

SELF CERTIFICATION BY BIDDER WHO CLASS-I/CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*)/ M/s (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

We further confirm that in case we fail to meet the minimum local content, the same shall be treated false information and GNGPL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-3 (APPENDIX-1)

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:
TENDER NO:

Dear Sir

1. We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (**Name of the bidder**) hereby certify that as per definition specified in PP-LC policy, M/s._____ (**Name of the bidder**) is

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that **M/s**_____ (**Name of Bidder**)/ **M/s** (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (~~strikethrough which is not applicable~~) **meet** the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:



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- (i) This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



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FORM-4 (APPENDIX-1)

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ **(Name of Manufacturer)** undertake that we meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier(~~which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content).

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

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary



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FORM-5 (APPENDIX-1)
CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE
COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING
COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN
RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF
CLASS-I/ CLASS-II SUPPLIER

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s._____ (**Name of Manufacturer**) hereby certify that M/s._____ (**Name of Manufacturer**) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.



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Annexure-A

DECLARATION FOR BID SECURITY/ EMD

To,

M/s Goa Natural Gas Pvt. Ltd.
C/O RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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SECTION – VI

SCHEDULE OF RATES (SOR) *(ATTACHED SEPERATELY)*