



Goa Natural Gas Pvt Ltd.

(A JV of GAIL GAS LIMITED & BPCL)

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

Tender Document for

HIRING OF STORAGE SPACE / WAREHOUSE FOR GOA NATURAL GAS PVT LTD ON LEASE BASIS

Tender No. GNGPL/C&P/T- 40

OPEN DOMESTIC COMPETITIVE BID

INVITATION FOR BID (IFB)

Ref No: GNGPL/C&P/T- 40

Date: 25/08/2022

To,
PROSPECTIVE BIDDERS,

SUBJECT: - HIRING OF STORAGE SPACE / WAREHOUSE FOR GOA NATURAL GAS PVT LTD ON LEASE BASIS

Dear Sir/Madam,

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

Locations for which Notice inviting Tender is sought shall be from Goa state only. Preferred size of offered warehouse shall be approximately 400 sq. meters. Covered space & approximately 1000 sq. meters Open space located in Goa. Other facilities required are power, water supply, Security Guards, CCTV etc.

Intending Owner(s) / Seller(s) who can legally offer the warehouse on lease for a period of 03 years should submit the Technical Bid and Price Bid in separate sealed cover super scribed technical bid & price bid in the office of undersigned ON OR BEFORE 15/09/2022, 15:00 hours.

2.0 **The brief details of the tender are as under: -**

A	NAME OF WORK/BRIEF SCOPE OF WORK/JOB	HIRING OF STORAGE SPACE/WAREHOUSE FOR GOA NATURAL GAS PVT LTD ON LEASE BASIS
B	TENDER NO. AND DATE	GNGPL/C&P/T-40 DATED 25/08/2022
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM (2 ENVELOPE)
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	THREE YEARS FROM THE DATE OF NOTIFICATION OF AWARD.
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE: - 05/09/2022 TIME: - 15.00 HRS AT GNGPL OFFICE Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request for the same to the e-mail id contracts@goanaturalgas.com to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	DATE: - 15/09/2022 TIME: - 15.00 HRS AT GNGPL OFFICE
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 15/09/2022 TIME: - 16.00 HRS AT GNGPL OFFICE

K	CONTACT DETAILS	Mr. Amit Gokhale Senior Manager, Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony Porvorim-Goa 403521 Email Id:- gokhaleas@bharatpetroleum.in
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In case of the days specified above happens to be a holiday in GNGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 3 of GTC depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website www.goanaturalgas.com / www.eprocure.gov.in and **SUBMIT (OFFLINE) (address specified in clause no. 2.0 (K) of IFB)** their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 6.0 Clarification(s)/Corrigendum(s), if any shall also be available on above referred websites and/or will be sent on address/E-mail of prospective bidders/available at GNGPL office.
- 7.0 GNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of GNGPL

**M.Z.KHAN
(CHIEF EXECUTIVE OFFICER)**

GENERAL TERMS AND CONDITIONS

1) BID EVALUATION CRITERIA (BEC):

Plot shall be used for warehouse activity and accordingly, the offers will be evaluated (but not limited to) on the following criterion / submissions. GNGPL shall reserve the rights to cancel the Bid if the Bidder do not submit necessary documents required to substantiate the below requirements or fulfill the requirements of GNGPL or not found to meet the legal requirements along with necessary submissions mentioned in tender conditions:-

1. Area of Plot including Covered shed/closed storage area meeting GNGPL requirement as below:-

- a. Bidder quoting for Group A should have Open space of minimum 1000 Square Meters in Goa state
- b. Bidder quoting for Group B should have Closed Space of minimum 400 Square Meters in Goa state
- c. Bidder quoting for both groups A and B shall have minimum 1000 Square Meters open area and 400 Square Meters closed area both in Goa state.

2. Close Space should be properly covered from all sides & lockable from one side so that the Project material can be stored properly without affecting from Wind & Rain water. There should be sufficient ventilation as well as illumination. Flooring should be hard so that Project material can be unloaded / loaded properly without any damage.

3. Meeting health and safety requirements of GNGPL such as proper boundary wall, accessibility and approach from main road for movement of trailers and cranes within the Plot, security guards, etc.

4. Open & Close area with facilities mentioned above should preferably be in ready to occupy condition. However in case warehouse facility is not in ready to occupy condition immediately, then bidder should submit the undertaking stating that in case he/she become successful bidder then within 30 days period he/she will provide suitable warehousing facility. GNGPL can extend / reduce the 30 days time period as per GNGPL's need and same will be binding on the successful bidder.

5. Electricity, Toilet, Drinking water facility should be available at proposed warehouse location.

GNGPL shall carry out necessary site visits of Owner / Bidder to verify above or seek additional documents to verify the owners any other requirements mentioned elsewhere in this document. In case Bidder(s) do not meet the requirements mentioned herein and or any other requirement of GNGPL including commercials, the bid(s) shall be rejected.

Offer for premises from Brokers / Property dealers shall not be accepted.

2) AWARD METHODOLOGY

Subject to "ITB: CLAUSES", GNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

Evaluation and order placement shall be done **on GROUPWISE lowest offer basis (total amount including GST).**

In case more than one bidder emerges as lowest (L-1) subject to terms and conditions of tender, contract shall be awarded to the bidder who is having higher financial turnover **of last audited financial results**/statements or relevant documents. In such cases, GNGPL may ask for the other financial documents to bidder, if required and bidder shall submit it within prescribed time schedule failing which bid shall be rejected.

In case, there is discrepancies observed in unit rate and total amount for any item in SOR, the unit rate shall be considered for evaluation and price bid analysis.

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job/contract for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof, Goa Natural Gas Pvt Ltd. Shall forfeit earnest money (IF APPLICABLE) paid by the bidder and such bidders shall be debarred from participation in tendering for the period of 6 months.

3) DOCUMENTS COMPRISING THE BID

In case the Bids are invited under the **MANUAL TWO BID SYSTEM**. The Bid prepared by the Bidder shall comprise the following components sealed in **02 DIFFERENT ENVELOPES**:

a) ENVELOPE-I:

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

- 1) Copies of land ownership / lease documents such as Sale deeds, Land records, tax payment receipts, land lease agreement etc.
- 2) Map showing proposed warehousing facility (if any).
- 3) Copy of on-going Civil Suit, Criminal Complaints, partition suits, easement right dispute or any other court matters if any.
- 4) Power of Attorney for authorized signatory on non-judicial stamp paper OR on letterhead/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- 5) PAN Card / Aadhar Card / Company Incorporation Certificate / GST Registration certificate of all the bidder / company whichever is applicable.

6) In case the property offered has multiple ownership, each owner must submit his/ her consent in the form of notarized "No Objection Certificate" to be enclosed along with the technical bid.

7) As a confirmation that the prices are quoted in requisite format complying with the requirements of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable for each Group) written against each item. This is to be submitted on blank SOR copy.

8) All applicable forms/Formats/Annexures duly filled, signed and stamped.

9) Tender Document duly signed/ digitally signed and stamped all pages by the Authorized Signatory.

10) Additional document specified/mentioned elsewhere in Tender.

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

b) ENVELOPE-II: PRICE BID

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

NOTES:

- (i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- (ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- (iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- (v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

4) LATE BIDS

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be considered as late bids.

In case of e-tendering, e-tendering system of GNGPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. In case of manual tendering, bids received by GNGPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately

Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time

5) BID VALIDITY/VALIDITY PERIOD OF OFFER

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

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

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

GNGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GNGPL Gas's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GNGPL shall respond quickly.

7) PRICE / PURCHASE PREFERENCE TO THE PRODUCTS OF MSME.

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises Accordingly, following provisions shall be applicable for tenders:

I) Issue of Tender Documents to MSEs free of cost.

II) Exemption to MSEs from payment of EMD/Bid Security.

III) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small

enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

In case tendered item is non-split able or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. In case two or more MSE bidder(s) comes within the price band of L1+15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3...and so on).

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.

The MSEs owned by Women entrepreneurs shall mean:

a) In case of Proprietary MSE, Proprietor(s) shall be Women

b) In case of Partnership MSE, the Women partners shall be holding at least 51% share in the unit.

c) In case of Private Limited Companies, at least 51% share is held by Women.

If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

An enterprise registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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 practicing 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.

As per communication of MSME vide its letter no. F. No. 21(12)2016-MA dated 15.06.2018, Provision of Public Procurement Policy for MSEs-2012 and its benefits will be applicable for procurement of Goods and Services only and not for Procurement of Works.

As per communication of MSME vide its letter No. 21 (12) / 2016-MA dated 23.08.2018, Tender Fee and EMD exemption are to be given to the participating MSE bidders in tender for procurement of Works.

Accordingly, necessary provision may please be kept in the tender for procurement of WORKS clearly stipulating that MSE bidders are exempted from submission/ payment of EMD / BID security. But such participating MSE bidders are not entitled for purchase preference in tenders for procurement of WORKS.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy is not extended to the Traders/dealers /Distributors/Stockiest/Wholesalers.

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

The scope of work/services under this contract shall be to provide Storage space / Warehousing services for storage of materials likely MDPE pipes, Meters, Regulators, Valves etc. used for City Gas Distribution (CGD) project of GNGPL.

Locations of warehouse / Godown shall be in Goa state only.

Area of warehouse required:-

Covered space - 400 Sq. Meters

Open space - 1000 Sq. Meters

The covered shed shall be well ventilated, free from leakages and having locking arrangements in place. This covered shed shall be having firm floor either PCC, IPS, etc. so as to take the load of staked materials and forklift, stackers, etc.

The offered warehouse should have boundary wall of sufficient height at the top on all sides with proper Iron Gate so as to ensure the Plot is safe and secured.

The approach road leading from the main road / highway to the warehouse should be drivable and in good condition and should be wide enough for movement of long trailers/trucks/cranes etc.

Within the warehouse, the internal road should be well paved and wide enough for movement of cranes/ trailers, etc.

Warehouse shall be free from any underground high power tension line or Oil & Gas pipeline/canals/drainage/nullahs etc.

The warehouse offered shall have valid approval/permission for the use of commercial purpose within the jurisdiction of Goa

The offered warehouse should have toilet, electricity & drinking water facility.

Both the open storage and covered shed shall be well lit and there should not be any dark area. The internal roads, main gate area and security cabin shall have sufficient lighting arrangements.

GNGPL shall not be liable to bear any present and future property taxes, rates, cess, duties, charges, levies, fines, penalties and other outgoings, payable to the appropriate authorities pertaining to the warehouse, Owner shall be liable to promptly comply with all the laws, rules and regulations of the government and local authorities as required.

GNGPL shall be entitled to operate and use storage and movement of materials, such as, pipes, fittings, valves & other items required to set-up Gas distribution network etc. without interference from the Owner during the term of the contract.

Necessary insurance charges will be reimbursed to successful bidder or GNGPL may itself arrange for insurance of stored material.

Tax / Duties, Commercial charge, Municipal Corporation charges, water / electricity bill, any other statutory authority charges, major / minor maintenance attributed to Owner and it will be borne by the owner of the premises.

Owner shall ensure to obtain all the necessary permissions, required to lease out the offered Open / Close space to GNGPL for warehousing. Any charges required for the same shall be borne by Owner.

2.0 PERIOD OF LEASE / CONTRACT:

The period of contract/lease shall be initially for a period of Three (03) years from the date of notification of award/FOA or from the date specified in the FOA.

3.0 PAYMENT TERMS.

The Agency shall submit bills on monthly basis to the Engineer-in-Charge of the Contract.

Payment for open / close space shall be released based on the actual area utilized.

Payment on monthly based invoices shall be made within 15 days of submission of the bills by Agency. PAN and Canceled Cheque/Bank Details, GST certificate of the vendor shall be intimated along with 1st invoice.

Invoices are to be raised in accordance with various provisions under Goods & Service Tax (GST) rules as GNGPL is intended to avail benefits under various statutes in force.

The Company shall not pay any interest for any delayed processing of the bills. No interest shall be payable on withheld amounts.

GNGPL has initiated payments to suppliers and Agencies electronically. All payments, including refund of Earnest Money Deposit & Tender Fees, if applicable, shall be released only through electronic mode and to facilitate the payments electronically, the bidder must submit the bank account details on bidder's letterhead, duly certified by the bank so that the payments through e-banking/RTGS/NEFT be made to the bidder, in case work is awarded to him.

DEDUCTION AT SOURCE:

i. Owner will release the payment to Contractor after effecting deductions as per applicable law in force.

ii. Owner will release the payment to contractor after offsetting all dues to the owner payable by the contractor under the contract.

4.0 LEASE AGREEMENT

GNGPL will award the Contract to the successful Bidder and Lease Agreement shall be made.

5.0 TERMINATION OF CONTRACT / LEASE

GNGPL shall reserve the right to cancel / terminate the lease agreement under following circumstances.

- i) By efflux of time i.e. Three (3) years
- ii) By giving a notice of not less than 3 months after the expiry of One year from the date of commencement of this lease, for any reason whatsoever.
- iii) In case of any violence, civil commotion, tempest, flood, earthquake or any inevitable accident or any other act beyond the reasonable control of the parties, causing damage to the Plot resulting in GNGPL, in its opinion, being unable to utilize the Plot for its business, and the same not being rectified by the Owner at his own cost to the satisfaction of GNGPL within reasonable period of the same arising, GNGPL shall be entitled to terminate the agreement by giving seven days' notice to the Owner without assigning any further reason thereof. GNGPL shall further not be liable either to pay the lease rent and/or for the damages as a result of such force majeure event.

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

A. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

B. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.

C. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.

D. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

E. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.

F. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of 24 months unless extended.

Agency upon receipt of such notice discontinue the work. In the event of such termination, Agency shall be paid for the actual time performed and service provided till the date specified in the notice.

6.0 PRICE BASIS

Rate quoted in SOR shall be valid during the entire contract/lease period. No escalation / de-escalation other than mentioned in Price bid, on what-so-ever account shall be paid under this contract.

In case quantity exceeds the SOR quantity, contractor shall execute the service as per the requirement on the same rates quoted in SOR

The rate should be quoted in the Schedule of Rates as enclosed. Bidder should take in to account all liabilities to be borne by it as indicated in the scope of services/work, special conditions of contract and other tender conditions while quoting rates in SOR.

Agency should take care of GST (if applicable) while quoting rates and should separately indicate rate of GST to be charged.

7.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period, the obligations of the parties are suspended by force majeure, the Agency shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, GNGPL shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Agency. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up to the date of occurrence of such force majeure.

8.0 RESOLUTION OF DISPUTES/ARBITRATION

GNGPL has framed the Conciliation Rules 2010 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. 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 Conciliation Rules, 2010.

Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.

In case of any dispute(s)/difference(s)/issues(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)/issues(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.

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.

If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send 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.

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 GNGPL Conciliation Rules, 2010. 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.

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.

The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the 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.

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 referred to arbitration by Sole Arbitrator.

The Employer [GNGPL] shall suggest a panel of three independent and distinguished persons to the bidder/Agency/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

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

The award of 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 proceedings shall be in English language and venue shall be Goa.

Subject to the above, the provisions of (India) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract is subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/Agency's 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 mode law), which were prepared after extensive consultation with Arbitral Institutions and Centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

9.0 GOVERNMENT OF INDIA NOT LIABLE: -

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

10.0 SECURITY DEPOSIT: -

GNGPL shall not submit any security deposit to the successful bidder for the utilization of open/close warehouse.

FORMS & FORMATS

F-1

(General Information about Warehouse offered)

To,
Chief Executive Officer,
Goa Natural Gas Pvt Ltd,
Plot No.33, Rajan Villa,
Journalist Colony,
Porvorim – 403521, Goa

SUBJECT:-
TENDER No.:-

With reference to Tender No.:- _____ for
_____ dated _____,

I/We _____ hereby offer the premises owned
by us for WAREHOUSE on lease basis.

General information of area offered is as below:-

1. LOCATION ADDRESS:

- a) Survey No. :
- b) Name of the street:
- c) Area:
- d) Pin Code:
- e) Whether there is direct access to Land from main road: Yes / No
- f) Whether title of Land is clear, marketable and free from any encumbrances
(If any encumbrances please specify):
- g) Whether the Land has been mortgaged to any Bank/ Financer (If Yes provide details):

2. DETAILS OF BIDDER

- a) Name of bidder:
- b) i. Name of the Power Attorney Holder, in case of multiple owners:
 - ii. Share of each owner, if any under joint ownership:
- c) Address of bidder:
- d) Contact Nos. : Mobile: _____
Landline: _____
Email: _____

3. TECHNICAL INFORMATION

- a) Approximate Length of the plot: Meters.
- b) Approximate Breadth of the plot: Meters
- c) Approximate Area of the plot: Sq. Meters (length X breadth)

d) Plot surrounded by:

East

West.....

North

South

4. List out copies of ownership / lease documents submitted:

- i)
- ii)
- iii)
- iv)

5. Whether warehouse offered on lease basis (for 03 years) is ready for occupation: Yes / No

If No, how much time will be required for occupation.....

6. Amenities available in offered warehouse on long term lease basis:

- a) Electric Power supply Yes/No
- b) Whether plans are approved by the local authorities Yes/No
- c) Toilet & Drinking Water facility Yes/No
- d) Whether direct access is available from the main Road Yes/No

SIGNATURE OF THE BIDDER

NAME OF THE BIDDER

Note: Bidder / Owner(s) to submit copy of the ownership documents along with all the statutory approval documents along with the bid

SCHEDULE OF RATE (SOR)

SUBJECT: HIRING OF STORAGE SPACE/WAREHOUSE FOR GOA NATURAL GAS PVT LTD ON LEASE BASIS

TENDER No.:- GNGPL/C&P/T- 40

Warehouse offered for number of years (Minimum 03 years): _____ Years

SI. No.	SERVICE / ITEM DESCRIPTION	QTY	UOM (UNIT)	RATE / Sq. Meters / MONTH	AMOUNT PER MONTH	GST %	GST AMOUNT	TOTAL AMOUNT PER MONTH INCLUDING GST	TOTAL AMOUNT FOR YEAR INCLUDING GST
(A)	(B)	(C)	(D)	(E)	F = (C * E)	G	H = (F * G)	I = (F + H)	J = (12 * I)
GROUP A – OPEN SPACE									
1	Rental charges for providing Open space as per terms & conditions of Tender for 1st year	1000	Sq. Meters						
2	Rental charges for providing Open space as per terms & conditions of Tender for 2nd year	1000	Sq. Meters						
3	Rental charges for providing Open space as per terms & conditions of Tender for 3rd year	1000	Sq. Meters						
Total amount (INR) inclusive of all applicable taxes & duties & other levies (if any) payable by the contractor under the contract, or for any other causes including final GST for a period of 03 years for Group A									
Total amount in words for Group A:-									

GROUP B – CLOSED SPACE

Sl. No.	SERVICE / ITEM DESCRIPTION	QTY	UOM (UNIT)	RATE / Sq. Meters / MONTH	AMOUNT PER MONTH	GST %	GST AMOUNT	TOTAL AMOUNT PER MONTH INCLUDING GST	TOTAL AMOUNT FOR YEAR INCLUDING GST
(A)	(B)	(C)	(D)	(E)	F = (C * E)	G	H = (F * G)	I = (F + H)	J = (12 * I)
1	Rental charges for providing Closed space as per terms & conditions of Tender for 1st year	400	Sq. Meters						
2	Rental charges for providing Closed space as per terms & conditions of Tender for 2nd year	400	Sq. Meters						
3	Rental charges for providing Closed space as per terms & conditions of Tender for 3rd year	400	Sq. Meters						
Total amount (INR) inclusive of all applicable taxes & duties & other levies (if any) payable by the contractor under the contract, or for any other causes including final GST for a period of 03 years for Group B									
Total amount (INR) in words for Group B:-									
Name of the Bidder / Owner :-									
Signature & Stamp of Authorized Signatory :-							Place:-		
Name:-							Date:-		

NOTE:-

1. Bidder to quote prices for all items in each column (i.e., Unit & Total price) and ensure that total prices quoted is for complete scope as per terms and conditions of Tender document.
2. Bidder shall quote prices in the given format of Schedule of Rates and shall not modify the format in any form.
3. In case of discrepancy between unit price and total, the unit price shall prevail.
4. Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidders to submit Price part of above Schedule of Rates in their Priced Bid.
5. All item rates/prices quoted in SOR shall remain firm and fixed during the entire contract period (of 03 years)

END OF DOCUMENT