



Goa Natural Gas Pvt. Ltd.

(A JV of GAIL GAS LIMITED & BPCL) Plot No. 33 Rajan Villa, Journalist Colony, Porvorim, Goa. Pin-403521

Tender Document for

Hiring Agency for Housekeeping Services for Goa Natural Gas Pvt Ltd in North Goa

Tender No. GNGPL/C&P/T-38

OPEN DOMESTIC COMPETITIVE BID

BIDDING THROUGH GeM (Government-e-Marketplace)

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GCC:

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

SECTION-I
INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: GNGPL/C&P/T-38

Date: 05/08/2022

To,
PROSPECTIVE BIDDERS,

**SUB: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GOA NATURAL GAS
PVT LTD IN NORTH GOA**

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.

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

A	NAME OF WORK/BRIEF SCOPE OF WORK/JOB	HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GOA NATURAL GAS PVT LTD
B	TENDER NO. AND DATE	GNGPL/C&P/T-38 DATED 05/08/2022
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	ONE YEARS FROM THE DATE OF NOTIFICATION OF AWARD. NOTE: - Contract can be further extended to another one year based on the requirement on sole discretion of GNGPL on same rates, terms and conditions
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT:- INR 26,723/- (REFER CLAUSE NO. 16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE: - 11/08/2022 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: - 26/08/2022 TIME: - 15.00 HRS AT GNGPL OFFICE
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 26/08/2022 TIME: - 15.30 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

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

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

This is not an Order.

For & on behalf of GNGPL

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

SECTION-II

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

CONTENT OF SECTION-II:

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

SECTION-II
PART-1: BEC AND AWARD METHODOLOGY

A1 BID EVALUATION CRITERIA (BEC):

1] TECHNICAL CRITERIA:

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

1. The bidder should have executed at-least one (01) single order / contract, having minimum value of **INR 1.00 Lakhs** for providing Housekeeping Services/ Facility Management to any recognized company in Public/Private sector in India in previous seven (07) years reckoned from the bid due date

AND

2. The bidder should have the following registrations prior to the due date of bid submission/opening:
 - A. Valid PF registration certificate issued by Employees Provident Fund Organization (EPFO)
 - B. Valid ESIC registration certificate issued by the Employees State Insurance Corporation (ESIC)

NOTE: -

- a) In case, a bidder is executing a contract as mentioned above which is still running, the contract value executed till one day prior to due date of bid submission should be equal to or more than the minimum prescribed value mentioned at clause A-1 above. Such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.
- b) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for a 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 payment 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

2] FINANCIAL CRITERIA: NOT- APPLICABLE

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

A-1.1) Documentary proof in the form of copy of Work Order/Service Order/Contract Agreement along with detailed Schedule of Rates indicating contract value and Scope of Work along with corresponding Completion Certificate/ execution certificate/ Client Certificate duly certified / attested by notary public with legible stamp must be submitted along with technical bid.

The Completion Certificate/ Execution Certificate/ Client Certificate clearly showing:

- a. Full Address, signature & stamp of Client issuing certificate,
- b. Reference of relevant service/work order
- c. Actual value of executed service,
- d. Date of actual completion, successful execution of services.

A-1.2) Valid PF registration certificate issued by EPFO
Valid ESIC registration certificate issued by ESIC

All above documents shall be duly certified and attested by CE and Notary public with legible stamp.

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

1) Technical Criteria of BEC: - All work orders/contract agreements and corresponding work completion/execution certificates and other 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.

BI 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 overall lowest offer basis.**

Bidders are required to quote for full quantity against item(s). In case, bidder quotes for PART QUANTITY OR DOESN'T QUOTE FOR ANY ITEM OF SOR, such bids shall be liable for rejection.

In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

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

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.

Considering the nature of job, splitting of quantities for SOR will not be possible in this tender. **This tender is not split-able or non-dividable.** The bid evaluation shall be done as per the quoted rates in SOR.

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.

It is proposed to hire 1 nos. of contractor under this tender.

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/Whole

Relaxation of Prior turnover and prior experience for Startups (as defined in Gazette Notification No. D.L-33004/99 dated 18.02.2016 and 23.05.2017 of Ministry of Commerce and Industry).

Prior turnover and prior experience for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] shall not be required for procurement of goods/works/services (including consultancy services) subject to their meeting the quality and technical specifications specified in tender documents.

Further, the Startups are also exempted from submission of EMDs.

The relaxation of prior experience and prior turnover to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for and startups are required to submit the documents for the same including the application submitted to DIPP. New startup "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is to be considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" as per old format, are required to submit documents as mentioned herein above (Email clarification dated 04.11.2020)

Further, the above document should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with the legible stamp."

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order/LOA on such Startup shall be placed for entire tendered quantity.

However, in case of procurement of goods before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

In case of procurement of works/services (including consultancy services), if a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity. However, EIC's of that contract should draw monthly milestones/check points during the Kick of Meeting and they should review the performance more carefully and take action as per provision of contract in case of failure/poor performance.

CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA - NOT APPLICABLE

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) - NOT APPLICABLE

POLICY TO PROVIDE PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS - NOT APPLICABLE

POLICY FOR PREFERENCE TO DOMESTICALLY MANUFACTURED PRODUCTS, SERVICES OR WORKS RELATING TO TELECOM IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

POLICY TO PROVIDE PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED PRODUCTS OF PETROLEUM AND NATURAL GAS SECTOR IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

SECTION-II

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ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

[A] – GENERAL

1 **SCOPE OF BID**

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

2 **ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GNGPL or Public Sector companies, Project Management Consultant (like EIL, Mecon due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GNGPL in case the bidder is put on 'Holiday' by GNGPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GNGPL by the bidder. It shall be the sole responsibility of the bidder to inform GNGPL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services form a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

4 ONE BID PER BIDDER

- 4.1 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.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/ Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

- 4.3 Alternative Bids shall not be considered.
- 4.4 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.

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.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GNGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

11.1 The Bids are invited under the **TWO BID SYSTEM**. The Bid prepared by the Bidder shall comprise the following components in **02 DIFFERENT PARTS**:

11.1.1 **PART-I:**

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

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

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

11.1.2 PART-II: PRICE BID

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

NOTES:

- (i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- (ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- (iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- (v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits un-priced bid stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- (vi) If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

Power of Attorney:

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

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

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

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except GST and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed Terms & Conditions (Format-F10).
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of

documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.

- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 TAXES & DUTIES

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 For Indian Bidder only: the statutory variation in Import Duty on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GNGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 13.7 The supplier shall mention the particulars of Goa Natural Gas Private Limited, on the Invoice. Besides, if any other particulars of GNGPL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

However, in case any unregistered bidder/ Indian associate (in case of foreign bidder, if applicable), prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.

13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST(CGST&SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GNGPL.

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

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

13.14 Service Provider shall ensure timely submission of correct invoice(s)/e-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 Service Provider with requisite details.

If the 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 amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GNGPL in future to the Supplier/Contractor under this contract.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for '**THREE [03] MONTHS**' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GNGPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY

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

Account Title: GOA NATURAL GAS PRIVATE LIMITED.
Account no: 201001033459 ; RTGS code: INDB0000088.
RTGS IFSC and NEFT IFSC: INDB0000088. 9 Digit MICR code 403234002.

OR

Bank Name: SBI, Panaji
Account Title: GOA NATURAL GAS PRIVATE LIMITED.
Account no: 37639813076
IFSC Code: SBIN0004212

However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

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

- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GNGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favour of GNGPL and addressed to GNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 Wherever applicable, MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 16.10 Wherever, EMD/Bid Security has been exempted for MSMEs, Start-Ups, CPSEs as per extant guidelines in vogue, Declaration for Bid Security as per form F-4B (in Section V-Forms & Formats) shall be provided by such MSMEs/Start-Ups/CPSEs.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

In case of pre-bid meeting through video conferencing, all bidders intending to attend pre-bid meeting must send their interest through email prior to 02 days before pre bid meeting date as specified in IFB

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering, if applicable.

- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GNGPL website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GNGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GNGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GNGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:**

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security, If required
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit, If required
- (i) Guarantee / Defect Liability Period, If required
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

GNGPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- ~~21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.~~
- ~~21.2 All the bids shall be addressed to the owner at address specified in IFB.~~
- ~~21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.~~

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GNGPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by GNGPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents 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.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by GNGPL prior to the deadline for submission of bid.

- 24.2 A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] BID OPENING AND EVALUATION

26 BID OPENING

26.1 *TECHNO-COMMERCIAL / UN-PRICED BID OPENING:*

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

26.2 *PRICED BID OPENING:*

26.2.1 GNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security' (if applicable);

- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

33 Compensation for Extended Stay

VOID

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

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

37 SIGNING OF AGREEMENT

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Bidder shall provide Performance Guarantee of 3% contract/work order value within 30 days of issuance of Fax of Acceptance.

CPBG shall be valid till three (3) months beyond the expiry of defect liability period after successful completion of entire work.

38.2 CPBG shall be retained at owner's end till completion of contract period (i.e., till completion of defect liability period against all the supplies awarded against this tender).

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

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

38.4 Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.

38.5 There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES
(REFER BDS FOR APPLICABILITY OF THIS CLAUSE)**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

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

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

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

40.3 The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs and hence shall not be applicable for works contracts

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

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

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

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

- 40.4 If against an order placed by GNGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or having Udyog Aadhar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

SHALL BE AS STIPULATED ANNEXURE IV OF SECTION: V OF TENDER ATTACHED HEREWITH.

43 INCOME TAX & CORPORATE TAX

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

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

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

45. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

SECTION-III

SPECIAL CONDITION OF CONTRACT

SECTION-III

SPECIAL CONDITIONS OF CONTRACT (PART I)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

GENERAL

Special conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

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 in the special conditions of contract are not possible of being reconciled with the provisions of GCC.

Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

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

All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successfully execution of the work shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.

The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence: -

- 1) Letter of Acceptance along with Statement of Agreed Variations
- 2) Fax/ Letter of Intent/ Fax of Acceptance.
- 3) Schedule of Rates as enclosures to Letter of Acceptance.
- 4) Special/ additional Conditions of Contract.
- 5) Scope of work
- 6) General Conditions of Contract.

1.0 STANDARD CONDITIONS

1. DEFINITION OF TERMS: In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

(a) GENERAL DESCRIPTION: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GOA NATURAL GAS PVT LTD OFFICE IN PORVORIM, NORTH GOA.

(b) The 'Company' shall mean Goa Natural Gas Private Limited (GNGPL), incorporated under the Companies Act, 1956 and having its registered office at Plot no.33, Journalist Colony Porvorim Goa.403521.

(c) The 'AGENCY' shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company and includes the contractor's legal representatives, his successors and permitted assignees.

(d) Engineer In charge (EIC) shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.

(e) The 'Contract' shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.

2. The Agency hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.

Agency should produce necessary EPF code before commencement of work. Agency should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to Goa Natural Gas Private Limited.

Only Service Charges shall be quoted in SOR, in words and figures, no other parameter to be filled. No amendments will be made in the schedule of rates given. The service charges as quoted shall be firm & fixed for the entire contract period. Any changes in minimum wages or

any statutory regulations shall come into force in the Salary Structure on notification from the agency/company and approval by the EIC.

The Services charge/rates agreed in SOR shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to agency's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.

Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the Agency directly or indirectly to any person firm or corporation, whatsoever.

Goa Natural Gas Private Limited has the right to Alter the scope of the services in quantum as per the exigency of work. The Agency shall accordingly provide service as may be required by Company on giving a notice of reasonable time.

Agency shall be responsible for the proper behaviour of the persons employed by him and shall exercise control over them. The agency will be responsible for the character/Police verification of persons employed by him.

All employees of the agency entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company including work site.

In case the service provided by the Agency through its employees is not up to the contractual obligation, the agency should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the EIC.

In case of emergency when called upon, the agency will be present at the site of incident and if asked for should be able to provide additional manpower.

The contractor will get the manpower for verification with documents to the EIC. Before deploying and before replacing / removing a deployed manpower the contractor will seek the consent of EIC.

The agency should have the capability of deploying the housekeeping personnel's immediately on award of the contract and the agency should submit with proof the list of persons being deployed.

Payment to the agency will be made through E- Banking.

The Agency shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as per prevailing law/regulation.

The Agency shall ensure regular and effective supervision of the personnel deployed by him. Agency shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor

No employees or person of Agency be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, Goa Natural Gas Private Limited will terminate the contract immediately and may refer the case to police.

The Agency shall be solely responsible and indemnify GNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.

Age: No resource below the age of 18 years and above age of 58 years shall be deployed by the Agency for the execution of the contract.

Labour Identification Number (LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Govt. Of India, facilitates reporting of inspections & submission of returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day to day interactions. For integration of data among various enforcement agencies, the contractor as an inspectable unit, is required to register and obtain Labour Identification Number (LIN) from Shram Suvidha Portal and submit the same to GNGPL.

2.0 CONTRACT PERIOD:

The period of contract shall be initially for a period of One (01) year from the date of notification of award/FOA or from the date specified in the FOA, extendable for a further period of one year or part thereof on the same rates and terms & conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the Goa Natural Gas Private Limited.

3.0 SCOPE OF WORK

The agency shall deploy housekeeping staff at GNGPL office (as per requirement) who will perform the housekeeping duties as stated below:

- 1) Ensure punctual office opening and closing as instructed by the officer in charge.
- 2) Performing a variety of cleaning activities such as sweeping, mopping and dusting as per the chart prepared by the officer in charge.
- 3) Cleaning washrooms and sinks and ensuring toiletries are placed at appropriate places
- 4) Maintaining a clean and hygienic kitchen area
- 5) Collect and dispose off trash.
- 6) Preparing & serving morning & evening tea to the staff.
- 7) Attending GNGPL guests (serving tea/coffee)
- 8) Handling basic office maintenance work.
- 9) Attending to work assigned by managers & staff for filling, moving files & photocopying as and when required.
- 10) Maintain inventory of kitchen items & housekeeping supplies
- 11) Notifying HR on consumables stock
- 12) Report any necessary repairs or replacements
- 13) Act as a caretaker of the premises
- 14) Maintain clean and up to date office surroundings at any given time.
- 15) Any other official duty assigned by the officer in charge.

The housekeeping staff on duty must –

- 16) Be well-groomed with high degree of personal hygiene.
- 17) Have trimmed nails and hair, and clean uniform.
- 18) Have a clean and pleasant appearance.
- 19) Follow all company safety and security procedures

NOTE: - Initially only one (01) Housekeeping personnel shall be deployed at GNGPL office - Porvorim.

Requirement of one more additional housekeeping staff shall be intimated to the contractor as per requirement and instructions of EIC.

4.0 PAYMENT TERMS.

The Agency shall submit bills on monthly basis to the Engineer-in-Charge of the Contract. 100% 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.

Agency shall submit monthly invoices duly signed & stamped by contractor/authorized representative of the contractor along with all statutory HR documents like Muster Roll, Wage Register, attendance details etc as specified under various labour laws applicable and statutory challans like PF/ESIC to GNGPL on or before 10th of every month for releasing the payment and after certification/verification of invoice by EIC, payment shall be released by GNGPL.

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.

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 in the attached format so that the payments through e-banking/RTGS/NEFT be made to the bidder, in case work is awarded to him.

The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:

- The Shops & Establishment Act, 1948 / The Factories Act, 1948 (whichever is applicable)
- The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
- Contract Labour (R&A) Act-1970
- Employees' Provident Fund & Misc. Provisions Act- 1952
- Employees' State Insurance Act-1948
- Employees' Compensation Act, 1923
- Payment of Gratuity Act, 1972
- Minimum of Wages Act, 1948
- The Payment of Wages Act, 1936
- The Payment of Bonus Act, 1965
- The Building and other Construction Workers (Regulation of employment and conditions of services) Act, 1979 & Building and other Construction Workers Welfare Cess Act, 1996 (if applicable)

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.

5.0 MOBILIZATION PERIOD

Successful Bidder will be given maximum 20 days of mobilization period from the date of release of Fax of Acceptance (FOA). Agency shall ensure mobilization within the given time with the required manpower for smooth execution of job as specified by GNGPL/ EIC.

6.0 INSURANCE AND LIABILITIES

The contractor shall accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold Owner harmless for any liability or penalty which may be imposed by the Central, State, Local authority also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of or by reason of the work provided by this contract whether brought by employee of the contractor or by third parties or by Central Government, State Government of Local authority for the following acts and liabilities :-

- i) Workmen compensation & Employer's insurance.
- ii) Accident or injury to workmen.
- iii) Damage to GNGPL's property or to any person or third party.
- iv) Any other insurance required as per law or regulations.

The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable in consequence of any law during the execution of Contract.

7.0 PENALTY

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1	Non deployment /short deployment of resource(s)	Rs 1,000/- per resource per instance
2	Complaints of misbehavior or negligence on the part of the resource	Rs. 1,000/- per instance
3	Non-wearing of uniform / wearing untidy uniform by the resource on duty.	Rs.100.00 per day perresource
4	Non-submission of running / final bill beyond 30 days of stipulated time for the applicable date of bill submission	Rs. 1,000/- per instance and Rs.100/- per day beyond that.
5	Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment/late payment/ short payment of wages	Rs. 1000/- per resource per wage period

However, the total amount deducted towards deficiencies under the contract shall not exceed 5% of the total contract value.

8.0 ADHERENCE TO SECURITY & SAFETY REGULATIONS:

The contractor shall ensure that all security & safety instructions /regulations of GNGPL /Consumers of GNGPL required to be observed at all times during the execution of the job are to be followed by his representatives.

Contractor shall ensure compliance of necessary instructions concerning discipline, decorum, work performance; safety etc. to the persons engaged by his and the persons engaged shall comply with all such instructions strictly.

Contractor shall ensure the safety of the person working. For any accident / incident happening during the work because of lapse of safety, contractor shall be held responsible. GNGPL shall not make any compensation.

9.0 CLOSURE OF CONTRACT

Final payment shall be released only after satisfactory completion of the work / services. For final payment of the bill and release of Security deposit the Agency shall be required to submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying GNGPL from all liabilities w.r.t. the persons engaged by the Agency regarding Payment of Wages, Provident Fund, Insurance and other payments. Proforma of Indemnity Bond is given in SECTION V-FORMS & FORMATS

10.0 TERMINATION OF CONTRACT

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 marking 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 12 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.

11.0 PRICE BASIS

The rate quoted for month and/or days will be same for all the days of the week (including holidays / Sunday)

Rate mentioned in the SOR shall be applicable for any additional hours worked beyond working time.

Rate quoted in SOR shall be valid during the entire contract period and also during the extension period

The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.

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, special conditions of contract and other tender documents while quoting service charges.

Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

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

The rate quoted by the Agency shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents.

12.0 GOODS & SERVICE TAX

Please note that responsibility of payment of GST lies with Agency only.

The bidder shall furnish copy of GST registration along with the offer wherever applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case GST is applicable for the tendered work, Agency shall claim the GST indicating rate of abatement/deduction allowed as per GST act in the first invoice itself.

In case of statutory variation in GST, statutory variation in GST should be raised subsequent months from the date of issue of Govt. Notification for payment of differential GST amount. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

13.0 CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT: -

Bidder shall provide Performance Bank Guarantee of 3% of contract/work order value within 30 days of issuance of Fax of Acceptance (FOA).

CPBG shall be retained at owner's end till completion of contract period (i.e., till completion of defect liability period against all the supplies awarded against this tender).

The contract performance bank guarantee shall be valid for 03 (three) months beyond the expiry of defect liability period or contract period including extension, if any.

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

GNGPL shall not be liable to pay any bank charges, commission or interest on the same.

Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.

There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

14.0 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.

15.0 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.

16.0 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.

STANDARD CONDITIONS OF CONTRACTS (PART II)

1. "Service" shall comprise the Scope of Work as attached to provide manpower for housekeeping services.
2. "Location(s)" where the services are to be rendered, shall be defined in the Scope of Work.
3. Engagement: GNGPL intends to engage contractor to provide the service(s) at GNGPL office for a period of 12 months from the date of commencement of service to the terms & conditions herein after specified.

4. **Man-days:**

- a) Minimum requirement / average monthly requirement of man- days / resources: The minimum requirement of the resources is as under (refer Table 1):

Table 1: Categories of man-days

Sl. No.	Category	Monthly requirement of GNGPL	Number of months
1	Semi Skilled	2	24

5. **Cost of minimum resources to be deployed:**

The estimated cost of minimum resources / average monthly resources (whichever is applicable) to be deployed is based on applicable minimum wages [*as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)*]

The wages for different categories w.e.f. 01.04.2022 are as under (refer Table 2):

Table 2: Notified Wage rate for different categories

Sl. No.	Category {*}	Daily Minimum wage for B class (Rs.)	Monthly wage (Rs.) #
1	Unskilled	553	Daily wage x 26
2	Semi-skilled	625	Daily wage x 26
3	Skilled	734	Daily wage x 26
4	Highly Skilled	806	Daily wage x 26

The monthly wage remains same irrespective of the number of days in a particular month [forexample it remains same for February (28/29 days), March (31 days) and April (30 dyas)].

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of SCC - Part-II, Part- III and Part-IV, the Bidder/Contractor is required to consider the monthly cost of deploying minimum number of resources / average monthly resources (whichever is applicable) based on the following and quote the "Service Charge" accordingly:

Table 3: Components of monthly cost of deployment of a resource

Sl. No.	Component for working out monthly cost of deploying a resource	Remarks
1	Minimum Wages as on the date of submission of the bid	
2	PF Contribution @ 13% (i.e. Employer contribution 12% + EDLI 0.5% + Admin Charges 0.5%)	
3	Bonus / Ex-gratia @ 8.33% of minimum wages per month	
4	ESI Employer Contribution @ 3.25%	
5	Provision for leave with wages @ 4.81% of minimum wages per month	
6	Premium for Employees Compensation Policy covering Compensation Liability and a Medclaim policy within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI), if ESI is not applicable	
7	Uniform (2 sets per year) cost	
8	Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India (after it comes into force).	

Note: Actual amount against the components mentioned in sl. no. 01 to 8 of Table-3 will be released by GNGPL only after submission of proof of payment.

In case, any upward revision in minimum wages is notified by the appropriate government during the period of contract, GNGPL shall reimburse only the additional financial implication arising out of such upward revision in minimum wages including implication of associated wage components mentioned at Sl. No. 1-5 as mentioned in Table-3 (if any) to the Contractor. The Contractor is required to submit documentary proof for reimbursement of such additional financial implication. The arrears (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.

However, there will be no reimbursement in such case towards (i) the overheads towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted "Service Charge" amount.

The bidder is required to make his / her own assessment regarding deployment of resources, and supervisor etc. required for ensuring satisfactory services as per terms of the contract and also take into account all other applicable costs, if any, while quoting the rates / "Service Charge."

The quoted "Service Charge" will remain firm and fixed during the contract period.

6. Uniform:

Contractor shall ensure adequate supply of uniform (but not less than 02 sets per year) as mentioned in the Scope of Work/SCC to all resources deployed.

7. Deficiency:

"Deficiency" shall mean a deficiency in the performance of service(s) as mentioned in the Scope of Work including deployment of minimum resources / average monthly resources (whichever is applicable), poor quality of service, quantity and quality of material, efficiency of any service(s), non-compliance of statutory provision(s) or non-compliance of any of the tendercondition(s).

GNGPL/ Engineer in Charge (EIC) on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, GNGPL shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the EIC with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor(s).

It is recognized that there may be deficiencies in the performance by the Contractor with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by EIC/ GNGPL in any service(s) to be performed by the Contractor, GNGPL shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.

The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and GNGPL shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the GNGPL to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor or from the Security Deposit @ Rs. 1,000/- per instance.

SPECIAL CONDITIONS OF CONTRACT (PART - III)

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GNGPL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GNGPL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers

under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus / ex-gratia (made on yearly basis) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contracts.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948/ Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.

The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.

- b) The Contractor is required to submit copies of **separate e-Challans / ECR along with proof of payment/receipt** in respect of resources engaged through this contract only, on monthly basis.

Common challans would not be acceptable in GNGPL. The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.

- c) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed

monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- d) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the **International Worker Portal of EPFO**.

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy** with coverage of Rs. 3 Lakhs per resources covering his/her spouse and two children.

6. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GNGPL.

7. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour(R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be

available at all the times for giving suitable direction for undertaking the Contractual Obligations.

- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GNGPL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and actions as per the provisions of General Condition of the Contract shall be taken.** Further, GNGPL as Principal Employer will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

STANDARD CONDITIONS OF CONTRACTS (PART IV)

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GNGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GNGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GNGPL
4. The Contractor shall also indemnify GNGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the **contractor** for the execution of the contract. However, the maximum age of the resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety services, no resources below age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy and efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract worker if deployed beyond 58 years).
7. **Appointment/Nomination of supervisor:**

As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.

9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GNGPL while at the site/work. All existing and amended safety / fire rules of GNGPL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GNGPL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor
13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of GNGPL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe** and **Other Backward Class** in order to have a fair representation of these sections of the society.
15. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GNGPL or at a place **within a radius of three kilometers**.
16. **Gate/ Entry Pass or Authorization:**
Entry to the premises of GNGPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
17. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
18. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

19. Police verification

- a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GNGPL premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GNGPL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GNGPL and has come to the notice of GNGPL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GNGPL.
20. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
21. The contractor shall ensure the KYC of the contract workers in EPFO portal at all time during the period of the contract and submit a proof of the same to the Engineer-in-charge periodically.
22. The Contractor shall ensure that the nomination of contract worker deployed by him under the said contract is duly updated in EPFO portal periodically

STANDARD CONDITIONS OF CONTRACTS (PART V)

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
 - b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
 - c) Labour Codes (after they are made effective by Government of India)
2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports /Returns at all times:
- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
 - b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
 - c) Register of Loan / Recoveries in FORM C
 - d) Attendance Register in FORM D
 - e) Register of rest/leave/leave wages in FORM E
 - f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
 - g) Copies of Employment Card in FORM XII
3. **Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract**
- a) **Immediately after issuance/receiving of Letter of Acceptance (LOA)**
 - i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
 - ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
 - iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
 - iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
 - v. Copy of **ESI Registration Certificate** issued by concerned ESIC.

- vi.** Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii.** Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.
- viii.** Copy of registration under the Building and other construction workers (RE&CS) Act, 1996 in case the contractors deploy ten or more building workers in any building or other construction works.

b) At the time of submission of monthly bills

- i.** Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii.** Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorised person** in GNGPL certifying as “**Certified that the amount shown in the column No. --- has been paid to the workman concerned in my presence on (date) at -----(place)**” along with copy of bank statement duly certified by bank and copy of online transaction statement against each resources with details of name, account number amount paid & date of payment as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.
- iii.** Dully filled in details as per **Annexure- i.**
- iv.** Copy of Wage Slips in FORM XIX
- v.** Proof of deposit of Cess under the building and other construction workers welfare Cess Act, 1996 (if applicable)

c) At the time of closure of contract

- i.** **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GNGPL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is as per Form F-19
- ii.** Copy of the **Wage Register in FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.

- iii.* Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv.* Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v.* Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi.* Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii.* Copy of proof towards release of Leave Encashment
- viii.* Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix.* Proof towards KYC compliance on contract workers.
- x.* Proof of deposit of total Cess under The Building and other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess collector (s).

4. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GNGPL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GNGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Details in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any from _____ to _____
 - (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted:

- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI CodeNo. has been allotted:

- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
 - a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
 - a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: _____(Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place
Date:

SECTION-IV

General Conditions of Contract

GCC:

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

SECTION-V
FORMS & FORMAT

FORMS & FORMAT

LIST OF FORMS & FORMAT WITH ITS APPLICABILITY FOR THIS TENDER

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

F-1
BIDDER'S GENERAL INFORMATION

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

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 mention in gcurrent 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:
7	Telephone Number/Mobile Number	
8	E-mail address	

9	Website	
10	Fax Number:	(Country Code) (Area Code) (TelephoneNo.)
11	ISO Certification, if any	{If yes, please furnish details/document}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit MSE certificate as specified in ITB)
21	Registration of Establishment	[Enclose copy of Incorporation Certificate / Shops & Establishment License whichever is applicable]

Place:
Date:

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

F-2
BID FORM

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

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

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award, if applicable.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

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

F-3

LIST OF ENCLOSURES

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

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

1.
2.
3.
4.
5.
6.
7.
8.

Note:

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

Place:
Date:

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

F-4

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

(To be stamped in accordance with the Stamp Act)

Ref

Date

Bank Guarantee No

To,
M/s Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, Goa-403521

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

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 _____ 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 by GNGPL the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GNGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

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

F-4A

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

To,
M/s Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, Goa-403521

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

**Irrevocable and confirmed Letter of Credit No. _____ dated _____
for amount INR _____**

**Validity of this Irrevocable Letter of Credit No. _____ is _____
(2 months beyond validity of Offer) in India.**

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 on them at sight drawn for Rs. _____ accompanied by a certificate
by GNGPL, with the Tender No. _____ duly incorporated therein, that one or
more of the following conditions has/have occurred, specifying the occurred condition(s):

i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.

ii) The Bidder varies or modifies its Bid in a manner not acceptable to GNGPL during the period of bid validity or any extension thereof duly agreed by the Bidder.

iii) The Bidder, having been notified of the acceptance of its Bids,

a) Fails or refuses to execute the Supply Order/Contract

b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.

c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security for 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 _____

(SIGNATURE)

(NAME)

(DESIGNATION WITH BANK STAMP)

COUNTER SIGNATURE

F-4B

DECLARATION FOR BID SECURITY/EMD

To,
M/s Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, North Goa - 403521

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER No: GNGPL/C&P/T-38

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 M/s Goa Natural Gas Pvt Ltd. 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: _____

F-5

LETTER OF AUTHORITY

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

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: _____ E-mail: _____

[2] Name & Designation _____ Signature _____

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

F-6

"NO DEVIATION" CONFIRMATION

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

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

Place:
Date:

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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GNGPL / GNGPL or Public Sector companies, Project Management Consultant (like EIL, Mecon 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:

F-8

CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “_____”

_____”
the following certificate shall be automatically enforceable:

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

Place:
Date:

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

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
Plot No.33, rajan Villa,
Journalist colony,
Porvorim -403521,Goa

PERFORMANCE GUARANTEE No._____

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the "contractor"
which expression shall wherever the context so require include its successors and
assignees) have been awarded the work of" _____

_____ vide FOA No./LOA No._____

_____ dated_____ for GOA NATURAL GAS PVT LTD,

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

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

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

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall
be made by M/s. _____ in performing any of the terms and
conditions of the tender or in payment of any money payable to GNGPL we shall on first demand
pay without demur, contest, protest and/ or without any recourse to the contractor to you in such
manner as you may direct the said amount of Rupees _____ only
or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GNGPL in writing. 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.

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.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the contractor up to a total contract value of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of _____(amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY
"BANKGUARANTEE"

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

F-10
AGREED TERMS AND CONDITIONS

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

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 and also for any further extension of order	
4	Rate of applicable GST	_____ %
5.	Confirm acceptance of relevant Terms of Payment Specified in the Bid Document.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/contract period as specified in the bid document	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule/penalty specified in Bid document.	

10.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for 3 MONTHS from Final/Extended due date of opening of Techno-commercial bids.	
12.	Please furnish EMD/Bid Security details: EMD/ Bid Security No. & date Value Validity	
13.	Confirm that Annual Reports for the last three financial years (whenever Financial BEC is applicable) are furnished along with 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 or Owner or the bidder is a firm in which any Director of Owner/ GNGPL or his relative is a partner.	
16.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Goa Natural Gas Pvt Ltd

SUBJECT :HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:_____

Agency's Name

Signature

Name

Designation

Date

Seal/Stamp

UNDERTAKING ON LETTERHEAD

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

We hereby confirm that "The contents of this Tender Document No. _____
Have not been altered/modified 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-12 A

UNDERTAKING ON LETTERHEAD

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

SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA

TENDER NO: GNGPL/C&P/T-38

Dear Sir,

We _____ (Name of the Bidder) hereby undertake that we have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of resources as per the tender conditions.

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

Place:
Date:

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

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CHECK LIST

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

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

Place:
Date:

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

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

The financial year would be the same as one normally followed by the bidder for its Annual Report.

The bidder shall provide the audited annual financial statements as required for this Tender document.

Failure to do so would result in the Proposal being considered as non-responsive.

For the purpose of this Tender document,

- (i) Annual Turnover shall be "Sale value/ Operating Income"
- (ii) Working Capital shall be "Current Assets less Current liabilities" and
- (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

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

BIDDER'S QUERIES FOR PRE-BID MEETING

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

Sub : HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH
GOA

Tender No : GNGPL/C&P/T-38

SL No.	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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(PROFORMA FOR INDEMNITY BOND)

INDEMNITY BOND

WHEREAS **Goa Natural Gas Private Limited** (Hereinafter referred to as GNGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at Plot No.33, Rajan Villa, Journalist Colony, Porvorim, Goa 403521 has entered into a CONTRACT with

_____ **“(name of Agency)”** hereinafter referred to as the (‘AGENCY’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Officer at

_____ for Rs _____
_____ (contract value) for _____

_____ **“(NAME OF THE WORK)”** for a period of
“_____” and on the terms and conditions as set out in the Work Order No. _____ and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GNGPL has also advised the AGENCY to execute an Indemnity Bond in favour of GNGPL indemnifying GNGPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / any workers / Labourers / vendors / sub-contractors / partner etc who may have been engaged by the AGENCY directly or indirectly with or without consent of GNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid; the AGENCY hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GNGPL from any loss, which may arise out of any litigation's/liabilities that may be raised by the Contractor or any third party against GNGPL under or in relation to this contract.

The Contractor undertakes to compensate and pay to GNGPL forth with on demand without any protest the amount claimed/loss suffered by GNGPL for itself with direct/indirect expenses including all legal expenses incurred by them on account of such litigation or proceedings.

AND THE AGENCY hereby agrees with GNGPL that:

(i) This Indemnity Bond shall remain valid and irrevocable for all claims of GNGPL arising from any such arising out of said contract with respect to any such litigation / court case for which GNGPL has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change / modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor"s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GNGPL are settled by the Contractor and/or GNGPL discharges the Contractor in writing from this Indemnity

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

[SIGNATURE OF AUTHORIZED REPRESENTATIVE]

Place:

Date:

Name:

Designation:

Seal:

Witness:

1.

2.

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PROFORMA FOR CONTRACT AGREEMENT

LOA/WORK ORDER NO. _____ DATE -----

Contract Agreement for the work of _____

_____ of GOA NATURAL GAS

PRIVATE LIMITED made on _____ between (Name and Address)

_____ hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GOA NATURAL GAS PRIVATE LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

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

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

AND WHEREAS

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

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

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

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

A N D

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

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

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

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

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

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

**Signed and delivered for and on
behalf of the CONTRACTOR.**

GOA NATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Place:

Place:

Date:

Date:

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

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.

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

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

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

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

The Counterparty shall inform the Independent External Monitor.

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

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

II VIOLATIONS & CONSEQUENCES:

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

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

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

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

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

INTEGRITY PACT

(To be executed on plain paper)

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

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

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

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

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

 (Name & Designation)
 For the Principal

 (Name & Designation)
 For the Bidder/Contractor

Place & Date -----
 -

Witness1:

 Witness2:

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

A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- A.2 “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.5 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of Goa Natural Gas Pvt. Ltd.
- A.8 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “CEO”.
- A.9 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

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

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

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

B.2. Irregularities noticed after award of contract: -

i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with GoaNatural Gas Pvt. Ltd. for a period specified in para-B 2.2 below from the date of issue of banning order.

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

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

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

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

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

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

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

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

B.2.2 Period of Banning: -

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

Sl. No	Description	Period of banning from the date of issuance of banning order
1	Misrepresentation/false information other than pertaining to BEC of tender but having impact on selection process. For example, if an agency confirms not being on holiday /banning list of PSU/Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category	02 years
2	corrupt/coercive practices pertaining to BEC of tender	03 years
2.1	If an agency commits corrupt/coercive practices pertaining to BEC of tender in subsequent cases after their banning, such situation of repeated offence to be dealt with more severity and following shall be period of banning	
(i)	Repeated once	07 years (in addition to the period already served)
(ii)	Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GNGPL	7 years
4	If act of vendor/ contractor is a threat to the National security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	2 years

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

C. Effect of banning on other ongoing contracts/ tenders

- C.1. If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2. However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3. If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that

- (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Goa Natural Gas Pvt Ltd.

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

E. Appeal against the Decision of the Competent Authority:

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

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

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:
Depending upon the Grading of Performance, corrective measures would Be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of Goa Natural Gas Pvt Ltd
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

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

3.1 FOR PROJECTS

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

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

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

A Where Performance rating is "POOR":

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

Poor Performance due to reasons other than Quality: **Six Months**

Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**

Poor Performance leading to termination of contract or offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Six Months**

In case of repeated offence on above ground covered under sl. no.

(i), (ii) and (iii):

For once- **1 year**.

For two and above-**3 years**

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

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

B Where Performance rating is "FAIR":

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Project-in-charge: -
SAME AS ABOVE CLAUSE 3.1, 3.2, 3.3

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

4.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

5.0 EFFECT OF HOLIDAY

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

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

5.3 Effect on other ongoing tendering:

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

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

5.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

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

5.4.2 Suspension Procedure:

5.4.2.1 The suspension period shall be limited to maximum six months.

5.4.2.2 The suspension order shall also be hosted on Goa Natural Gas Pvt. Ltd. intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday

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

5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why

action should not be taken for putting the agency on holiday for future business from Goa Natural Gas Pvt. Ltd..

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

5.4.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

5.4.3 Effect of Suspension of business:

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

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

5.4.3.2 If an agency is put on the Suspension List during tendering:

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

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

5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and reinvited. EMD submitted by such agency shall be returned.

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

5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Goa Natural Gas Pvt. Ltd. or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector

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

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

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

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

9.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re- tendering, Goa Natural Gas Pvt. Ltd. shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

ANNEXURE-A

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS/O&M)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

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

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

*** Instructions for allocation of marks**

1.1 DELIVERY/COMPLETION PERFORMANCE (40 marks)

Delivery period/completion schedule	Delay in weeks	Marks
1) up to 03 months	Before CDD	40
	Delay up to 4 weeks	35
	8 weeks	30
	10 weeks	25
	12 weeks	20
	16 weeks	15
	More than 16 weeks	0
2) above 03 months	Before CDD	40
	Delay up to 4 weeks	35
	8 weeks	30
	10 weeks	25
	16 weeks	20
	20 weeks	15
	24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE (40 marks)

A	For normal cases: - No defects/No deviation/no failure	40 marks
B	Rejection/Defects	
1	Marks to be allocated on pro rata basis for acceptance quantity as compared to total quantity for normal cases	10 marks
C	When quality failure endangers system integration and safety of the system	
1	Failure of severe nature	0 marks
2	Moderate nature	5 marks
3	Low severe nature	10-20 marks
D	No. of deviations	
1	No deviation	5 marks
2	Deviations<2	2 marks
3	Deviations>2	0 marks

1.3 RELIABILITY PERFORMANCE (20 marks)

A	FOR WORKS/CONTRACT	
1	Submission of order acceptance, agreement, PBG, drawings and other document on time	4 marks
2	Mobilization of resources as per contract and in time	4 marks
3	Liquidation of check list points	4 marks
4	Compliance to statutory and HS&E requirements or reliability of estimates/design/drawings etc. in case of consultancy jobs	4 marks
5	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B	FOR SUPPLIES	
1	Submission of order acceptance, agreement, PBG, drawings and other document on time	5 marks
2	Attending complaints and requests for after sales/service/warranty repairs or query/advice (up to evaluation period)	5 marks
3	Response to various correspondence and conformance to other standards like ISO	5 marks
4	Submission of all required documents including test certificates at the time of supply	5 marks

SECTION – VI: SCHEDULE OF RATE (SOR)

**SUBJECT: HIRING AGENCY FOR HOUSEKEEPING SERVICES FOR GNGPL IN NORTH GOA
TENDER NO.:- GNGPL/C&P/T-38**

A) SCHEDULE OF RATES FOR PROVIDING 02 NUMBERS HOUSEKEEPING STAFF

Sl. No	Service Description	Quantity	UOM	Estimated value of GNGPL for providing 01 housekeeping staff per month (in INR)	Total Amount In INR
A	B	C	D	E	F=C*E
1	Providing 02 numbers Housekeeping Staff for a period of 02 years	48	No. of HK personnel x No. of Months	23,590/-	11,32,320/-
2	Service charges @ _____% (negative is not allowed)				_____ (to be quoted by bidder)
3	GST @ _____%				_____ (to be quoted by bidder)
Total Amount for providing 02 numbers Housekeeping Staff for 02 years including GST (in figures)					_____ (to be quoted by bidder)
Total Amount for providing 02 numbers Housekeeping Staff for 02 years including GST (in words) :-					
Name of the Bidder:-					
Signature & Stamp of Authorized Signatory					Place:-
Name:-					Date:-

NOTE:-

- 1) Bidder shall quote Management fees/Agency Service Charges in the given format of Schedule of Rates and shall not modify the format in any form.
- 2) Bidder to clearly indicate 'Quoted' / 'Not Quoted' 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.
- 3) Management fees quoted in SOR shall remain firm and fixed during the entire contract period (of 02 years) including extension period for another year.
- 4) Any variation in pay rules/wage regulation shall be as per statutory guidelines

*** END OF DOCUMENT***