



# **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

## **SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO.:- GNGPL/C&P/T- 63**

**OPEN DOMESTIC COMPETITIVE BID**



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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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. BIDDERS 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.



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**SECTION-I**  
**INVITATION FOR BID (IFB)**



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## **SECTION - I** **INVITATION FOR BID (IFB)**

Ref:- GNGPL/C&P/T- 63

Date:- 05/12/2023

To,  
PROSPECTIVE BIDDERS,

**SUBJECT: - SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

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	SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA
B	TENDER NO. AND DATE	<b>GNGPL/C&amp;P/T- 63 DATED 05/12/2023</b>
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM (2 ENVELOPE)
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	08 - 09 WEEKS FROM THE DATE OF LOA / NOTIFICATION OF AWARD.
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	<b>APPLICABLE AMOUNT: - INR 35,400/-</b> (REFER CLAUSE NO.16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE:-13/12/2023 TIME: - 12.00 HRS 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 <a href="mailto:contracts@goanaturalgas.com">contracts@goanaturalgas.com</a> of to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	<b>DATE: - 26 / 12 /2023</b> <b>TIME: - 15.00 HRS ONLINE ON E-TENDERING WEBSITE</b> ( <a href="https://www.tenderwizard.com/GNGPL">https://www.tenderwizard.com/GNGPL</a> )
J	DATE AND TIME OF UN-PRICED BID OPENING	<b>DATE: - 26 / 12 /2023</b> <b>TIME: - 16.00 HRS ONLINE ON E-TENDERING WEBSITE</b> ( <a href="https://www.tenderwizard.com/GNGPL">https://www.tenderwizard.com/GNGPL</a> )



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K	CONTACT DETAILS	Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:- <a href="mailto:contracts@goanaturalgas.com">contracts@goanaturalgas.com</a> / <a href="mailto:procurement@goanaturalgas.com">procurement@goanaturalgas.com</a> Contact:- 0832-2412933 / 0832-2410266
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In case of the days specified above happens to be a holiday in GNGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 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 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website [www.goanaturalgas.com](http://www.goanaturalgas.com) / [www.eprocure.gov.in](http://www.eprocure.gov.in) and **SUBMIT ONLINE ON E-TENDERING PORTAL (<https://www.tenderwizard.com/GNGPL>)** in all respect as per terms & conditions of Tender Document on or before the due date of bid submission. Clarification(s)/Corrigendum(s), if any shall also be available on above referred websites.
- 6.0 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)**



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## **BIDDING PROCEDURE**

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

The submission and opening of bids will be through e-tendering mode at <https://www.tenderwizard.com/GNGPL> only.

Tender document can be downloaded from the E-Tendering website of GNGPL at (<https://www.tenderwizard.com/GNGPL>) or from GNGPL website ([www.goanaturalgas.com](http://www.goanaturalgas.com)) or from Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))

Note:

(1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with Tender wizard's website <https://www.tenderwizard.com/GNGPL>. Please also note that the bidder has to obtain digital signature token for applying in the tender.

(2) GNGPL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

(3) Bidder can visit CPPP portal and Goa Natural Gas portal only for reference or for downloading the bid document. However, Bidder interested to participate in tender must submit their bid only through Tender wizard's website (<https://www.tenderwizard.com/GNGPL>)

(4) Bidders are advised to complete the registration on e-tender portal (<https://www.tenderwizard.com/GNGPL>) prior to bid submission date.

(5) User manual for registration, bid submission etc. is available on tender wizard website of GNGPL at <https://www.tenderwizard.com/GNGPL>

(6) In case of any queries regarding registration/bid submission etc. on tender wizard, bidder may contact following officials :

1	Dilip Pai.B	Contact No.:- 8888636107 Email:- <a href="mailto:dilip@antaressystems.com">dilip@antaressystems.com</a>
2	Kiran M.H	Contact No.:- 9731468813 Email:- <a href="mailto:kiran.m@antaressystems.com">kiran.m@antaressystems.com</a>



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## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **CONTENT OF SECTION-II:**

**PART-1: BEC AND AWARD METHODOLOGY**

**PART-2: APPLICABLE POLICIES OF GOI**

**PART-3: OTHER INSTRUCTIONS TO BIDDER**



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## **SECTION - II**

### **PART - 1: BEC AND AWARD METHODOLOGY**

#### **1) BID EVALUATION CRITERIA (BEC)**

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

#### **A1 TECHNICAL CRITERIA:**

- 1) Bidder shall be a Regular Manufacturer / Authorized Supplier of Portable Gas Detector/Hydrocarbon Gas Detector as on bid due date.
- 2) Bidder should have adequate manufacturing / fabrication facility with adequate testing / quality assurance facility as per applicable codes & standards
- 3) Bidder should have successfully supplied Portable Methane Gas Detectors / Hydrocarbon Gas Detectors in any single order/contract for the minimum value of **Rs. 8,85,000/-** in any Petrochemical plants/Refineries/Oil & Gas/CGD network companies in previous 5-7 years reckoned from the bid due date.

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

#### **B1 FINANCIAL CRITERIA: NOT APPLICABLE**





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

BEC Clause no.	Description	Documents required for qualification
<b>Technical BEC</b>		
<b>A.1</b>	<b>Technical BEC</b>	<p><b>In case bidder is a Regular Manufacturer:-</b> Bidder is required to submit copy of Manufacturing / Factory License or any other document evidencing that the bidder is manufacturer of Portable Gas Detector/Hydrocarbon Gas Detector.</p> <p><b>In case bidder is a Authorized Supplier:-</b> Bidder is required to submit valid distributorship /dealership /representative certificate/authority letter for the quoted items directly issued by the manufacturer with a proof of principal OEM being a manufacturer of the quoted items valid as on due date of bid opening.</p>
<b>A.2</b>		<p><b>In case bidder is a Regular Manufacturer:-</b> Copy of Certificate from a reputed Inspection agency or equivalent stating that the proposed workshop facility has the capability for fabrication, assembly &amp; testing of the quoted portable laser gas detector complying the specifications. The said certificate shall be valid as on the due date of bid opening</p> <p><b>In case bidder is a Authorized Supplier:-</b> Corresponding manufacturer's testing facilities will be considered for qualification i.e. copy of Certificate issued to principal OEM from a reputed Inspection agency or equivalent stating that the proposed workshop facility has the capability for fabrication, assembly &amp; testing of the quoted portable laser gas detector complying the specifications. The said certificate shall be valid as on the due date of bid opening. Bidder shall offer product of only one manufacturer of portable laser methane gas detector and similarly one manufacturer can offer product through only one bidder</p>
<b>A.3</b>		<p><b>For Experience against execution &amp; completion of order: -</b></p> <p>Bidder must submit:</p> <p><b>a)</b> Copy of complete Order/LOA/Contract along with its detail SOR items &amp; scope of work which has been executed towards similar nature of jobs as mentioned at BEC in previous 5-7 years to be reckoned from the due date of bid opening.</p> <p><b>b)</b> Proof of execution of order in the form of Inspection Release Note (IRN) / Dispatch Clearance Note (DCN)/ Invoices</p>



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		<p>raised in compliance with GST law against the Order /LOA /Contract as mentioned at point "a" above, must be submitted.</p> <p><b>c)</b> The Completion Certificate against the Order/LOA/Contract as mentioned at point "a" above must contain the detail information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total value of work completion, Scheduled date of Work completion and date of Actual work completion, etc.</p> <p>The Completion Certificate should have been issued by the end-user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p>
<b>Note (a) &amp; (b)</b>	<b>Technical BEC</b>	<p><b>For Running Contract: -</b></p> <p>Bidder must submit:</p> <p><b>i)</b> Same documents as mentioned above at point 'a' &amp; 'b'</p> <p><b>ii)</b> Copy of Execution Certificate against Order/LOA/Contract for the running contract as mentioned at point 'i' above must be submitted clearly mentioning the detail information like Order/ LOA/ Contract No. with date, brief scope of work / Name of Work, Order Value, Executed Value till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value/quantity mentioned in BEC.</p> <p>The Execution Certificate should have been issued by the end user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p> <p><b>For Jobs executed for Subsidiary / Fellow subsidiary/Holding company: -</b></p> <p>Bidder must submit/upload:</p> <p>Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary /Holding Company along with documents as mentioned above at point 'a' &amp; 'b'</p>

**[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 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.
- 2) Financial Criteria of BEC: - Bidder shall submit "Details of financial capability of bidder" in prescribed format (F-16) duly signed and stamped by a chartered accountant. Further, copy



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of audited annual financial statements submitted in bid in support of financial BEC shall be duly certified/ attested by Notary Public with legible stamp.

NOTE:-Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

## **2) AWARD METHODOLOGY**

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

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

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, 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 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 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/supplier under this tender.**



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## **PART - 2: APPLICABLE POLICIES OF GOI**

### **1) 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.



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

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

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

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

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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

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

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



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## **21 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers:-

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of Competent authority refer to Annexure II of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty- five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;





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ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

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

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

#### **9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at ANNEXURE-I.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

Form-I

**UNDERTAKING ON LETTERHEAD**

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

SUBJECT:

TENDER NO:

Dear Sir,

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

(i) Not from such a country [ ]

(ii) If from such a country, has been registered [ ]  
with the Competent Authority.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:





TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**Annexure-I**

**UNDERTAKING ON LETTERHEAD**

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

SUBJECT:

TENDER NO:

Dear Sir

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

- (i) not from such a country [       ]
- (ii) if from such a country, has been [       ]  
registered with the Competent  
Authority.

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

**(Bidder is to tick appropriate option ( √ or X )**

We further certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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- 3) POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS - NOT APPLICABLE
- 4) 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
- 5) 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
- 6) PROVISIONS 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 AND AS AMENDED FROM TIME TO TIME) - NOT APPLICABLE
- 7) POLICY TO PROVIDE PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONICS PRODUCTS IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE
- 8) POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE



## **SECTION-II**

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## [A] – GENERAL

### 1 **SCOPE OF BID**

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

### 2 **ELIGIBLE BIDDERS**

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

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

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

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



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

4.2 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.

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

4.4 Alternative Bids shall not be considered.

4.5 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.

4.6 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.



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## **6 SITEVISIT**

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

11.1.1 **PART-I:**

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

- i. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- ii. 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.
- iii. EMD/Bid Security in original as per Clause 16 of ITB OR IFB.
- iv. All applicable Forms/Formats/Annexures duly filled, signed and stamped.  
**APPLICABILITY OF FORMS/FORMATS/ANNEXURES FOR THIS TENDER IS MENTIONED IN SECTION V OF TENDER.**
- v. Tender Document duly signed/ digitally signed and stamped all pages by the Authorized Signatory.
- vi. Additional document specified/mentioned 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 ENVELOPE-II.**

**NOTES:**

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

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



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### **Power of Attorney:**

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

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

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

## **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 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 and GST**

- 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.



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- 13.7 The supplier shall mention the particulars of Goa Natural Gas Private Limited, on the Invoice. Besides, if any other particulars of GNGPL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.9 GNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- However, in case any unregistered bidder/ Indian associate (in case of foreign bidder, if applicable), prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST(CGST&SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GNGPL.
- 13.11 Anti-profiteering clause as per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier/ Service Provider may note the above and quote their prices accordingly. (A confirmation to above will be submitted on letterhead of the bidder).
- 13.12 The bidder while quoting the price may consider the rate of custom duty as per merit.
- 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 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 or under any other contract.



### 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 of Goods may note the above and quote their prices accordingly.

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.

In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, GNGPL shall place orders.

#### 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)**.





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- 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 Name:- Goa Natural Gas Private Limited**

**Account no:- 40352433901**

**Bank Name:- State Bank of India**

**IFSC code:- SBIN0009995**

**MICR code:- 400002133**

**Branch name:- CAG Mumbai**

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 in received by GNGPL prior to the deadline for submission of bid.~~



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~~24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.~~

24.3 No bid shall be allowed to be withdrawn/ modified/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. 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: -



- i. Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- ii. Has been properly signed; Is accompanied by the required 'Earnest Money / Bid Security' (if applicable);
- iii. Is substantially responsive to the requirements of the Bidding Documents;
- iv. 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



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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 AWARDS**

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 as mentioned in SCC

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

- 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.

***ASTHIS 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





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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 among 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 AT ANNEXURE IV OF SECTION: V OF TENDER ATTACHED HEREWITH.***



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**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 in the scope of contractor

**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.



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## **SECTION-III**

# **SPECIAL CONDITION OF CONTRACT**



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### **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.

#### **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.

Prior to submitting the bids, it shall be assumed that the Contractor is fully familiar with the Site Conditions and has conducted thorough studies of the Site with regards to Site Conditions, Climatic Conditions, local Labor laws, equipment availability, transport and Communication facilities, space for control rooms/office and all other factors, facilities and things whatsoever necessary or relevant for performing the Works.

The Contractor is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at Contractor's own expenses.

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 to which the conflict exists.



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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 successful 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, specifications, and special notes regarding specifications and drawings, all three in conjunction with each other
- 6) General Conditions of Contract.



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## **1. SCOPE OF WORK / SUPPLY**

Scope of Work under this order shall be Supply of 1 number of Portable Laser Methane Gas Detector to GNGPL

All associated work & and supply of requisite material for the Portable Laser Methane Gas detector and its associate items for the said job is in the scope of the vendor.

The warranty of the equipment is for one year from the date of the PO/LOA. The complete system has to be maintained and self-check and automatic calibration on start-up (Ensures accurate and reliable gas leak detection) with no extra cost to GNGPL. Yearly minimum of two times additional visits during the warranty period as required for the equipment maintenance shall be in the scope of the vendor. Any complaint of the equipment performance shall be attended to within 48 hours from intimation of GNGPL. No visit charges for the Portable Laser Methane Gas Detector during the warranty Period

To and FRO transportation from vendors place up to the GNGPL site, Boarding, Loading, etc in respect of their team /personnel is also the scope of the vendors. No extra payment other than SOR items shall be made.

## **2. CONTRACT PERIOD AND DELIVERY SCHEDULE:**

The Supply, testing & commissioning (if any) of a Portable Laser Methane Gas Detector at GNGPL's Project site shall be completed in all respects within 08-09 weeks from the date of the Order/LOA.

Basis of Delivery: - Delivery shall be on door delivery basis at GNGPL Site/ Store. The date of receipt of materials at GNGPL site/store shall be considered as the date of delivery.

Delivery Address:- Goa Natural Gas (P) Ltd, Plot No 33 Journalist Colony Rajan Villa - Porvorim North,Goa , PIN Code - 403521.

## **3. TERMS OF PAYMENT:**

### **A) For Supply of material/equipment:**

100% payment including all taxes & duties of supply value within 30 days shall be released on receipt & acceptance of Gas Detector at project site of GNGPL after adjustment of PRS if any, and submission of CPBG of 10% order value along with submission of following documents:

- i) Invoice in triplicate in compliance with GST law in force
- ii) Inspection reports /Test certificates / Calibration certificates
- iii) Packing List of materials supplied
- iv) Dispatch clearance from Owner/Consultant
- v) Warranty Certificate
- vi) GR/LR copy
- vii) Insurance cover note covering transit insurance
- viii) No Claim Certificate
- ix) Statement of Completion
- x) Receipt of final technical documents



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**DEDUCTION AT SOURCE:**

- i. Owner will release the payment to Contractor after effecting deductions as per applicable law in force.
- ii. Owner will release the payment to contractor after offsetting all dues to the owner payable by the contractor under the contract.

**4. TECHNICAL SPECIFICATIONS:**

Sl. No	Description	Vendor Confirmation (Yes/No)	Deviations (if any)
1	Type of Gas Detector :- Portable Laser Methane Gas detector		
2	Target Gas :- Methane (CH <sub>4</sub> ) / Methane - Containing gases (e.g. Natural Gas)		
3	Unit (UOM) :- ppm*m		
4	Detection Limits :- 1-50,000 ppm*m (Methane/ Natural Gas density (ppm) X thickness of methane/ natural gas travelled by laser (m) = ppm*m).		
5	Detection accuracy :- $\pm 10\%$ at 100,1000ppm*m (distance 2m)		
6	Detection response time :- 0.1 second		
7	Detection Distance :- 0~30m (minimum - 30 meters detection distance)		
8	Display - LCD		
9	Power Supply :- Designated batteries (AA Ni-MH Battery) Power supply - Re-chargeable Batteries with Charger.		
10	Continuous operating time :- Minimum 4 hours per charge		
11	Laser Safety :- As per IEC60825-1:2014  Following to be noted: a) Guide laser beam (Green)  b) Output level : 5mW (Class 3R) Below Measuring laser beam  c) Output level : 10mW (Class1) Below  d) Do not look into the laser beam.		
12	Explosion proof standard :-  ATEX : EN60079-0, -11, -28  IECEX : IEC60079-0, -11, -28		



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13	Protection class :- Dust and drip-proof construction (IP54 equivalent)		
14	Environmental Conditions : - i. Operating temperature range : $-17^{\circ}\text{C} \sim +50^{\circ}\text{C}$ ii. Operating humidity range :- 30-90% RH (No condensation).		
15	Weight inclusive of battery :- $< \text{ or } = 1500 \text{ gms}$		
16	Measurement data storage: - Recorded on an installed microSD card (capacity 16 GB). microSD card in the scope of bidder		
17	Certification:- a) PESO certificate  b) DEKRA Certification / IECEx / ATEX certification (Bidder to provide the valid documents along with unpriced bid)		
18	Compliance with the Essential Health and Safety Requirements as per:- ISO:9001:2015, ISO 45001:2018, AND ISO 14001:2015		
19	Should have protection (concussion proof boot etc.) to avoid damage due to fall from height.		
20	Calibration:- Calibration certificate shall be supplied along with the delivery		
21	Guarantee/Warranty: Guarantee/warranty certificate for equipment including sensor, battery pack for 01 years, to be supplied at the time of delivery.		
22	Auto calibration - Built in self- test and calibration		
23	System fault - Audible tone/Indication		
24	Methane Detection Alarms - Audible tone / Indication when threshold is exceeded.		
25	Hazardous Area Classification for Equipment for Laser beam and Battery - Minimum Class 1 Division 1/Zone 1, ATEX/ IECEx approved for all Main equipment, optical radiation (Laser) and Battery.		





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## **5. GUARANTEE:**

The manufacturer shall provide guarantee / warranty for sensor, material, battery pack, workmanship and the performance for a period of one year from the date of acceptance of equipment at GNGPL sites.

The guarantee/ warranty shall include all the inbuilt material, accessories/ appliances, against any mechanical defects, faulty workmanship or operational defects found during this period shall be rectified by the Vendor without any extra cost to GNGPL

## **6. PRICE REDUCTION SCHEDULE (PRS):**

In case of delay in delivery of Portable Gas Detector beyond the contractual delivery period PRS will be applicable. PRS will be @½% (half percent) per complete week of delay or part thereof for the unsupplied portion, subject to maximum of 5% of the total order value.

For PRS purpose the date of delivery at FOT site, Goa will be considered.  
The value referred in PRS clause is excluding taxes & duties.

## **7. PACKING, MARKING AND SHIPMENT:**

All the equipment shall be divided into several sections for protection and ease of handling during transportation. The equipment shall be properly packed for transportation. Special notations such as 'Fragile', 'This side up', 'Centre of gravity', 'Weight', 'Owner's particulars', 'PO nos.' etc., shall be clearly marked on the package together with other details as per purchase order.

## **8. DISPATCH INSTRUCTIONS:**

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

## **9. REJECTION:**

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

## **10. INSURANCE :**

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

Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse /



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GNGPL store or at the time of taking delivery at Warehouse / GNGPL site/store, as the case may be, the Employer might immediately inform the Contractor through email/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.

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

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

Before commencing the execution of works the Contractor without limiting his obligations and responsibilities under this Agreement, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, or to any person including any employee or a member of the general public, by or arising out of the execution of the works or in carrying out the agreement. It shall be obligatory for the Contractor at his cost to obtain and maintain Insurance cover in such a manner that GNGPL & Contractor are covered for all the time during period of contract i.e. from the commencement date in the time period allowed for completion of work.

#### **11. REPEAT ORDER:**

Purchaser reserves the right, within 6 months of order; to place repeat order up to 50% of the original quantity without any change in unit price or other terms and conditions. In case of single quantity, purchaser reserves the right to place the repeat order for single quantity without any change in unit price or other terms & conditions.

#### **12. CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT:**

Bidder must provide Performance Guarantee as per following:-

SD/CPBG @ 10% of Contract Value within 30 days of LOA/Notification of award

CPBG shall be retained at owner's end till completion of defect liability period.

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

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

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.

In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.



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.

The Performance Guarantee shall be in the form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders). GNGPL shall not be liable to pay any bank charges, commission or interest on the same.

The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

### **13. 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 making any misrepresentation including submission of forged documents.

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

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

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

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



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#### **14. PRICE BASIS:**

Rates quoted in SOR shall be valid during the entire contract period and also during the extension period (if any). 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 into account all liabilities to be borne by it as indicated in the scope of supply/work, special conditions of contract and other tender conditions while quoting rates in SOR.

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 Tender document.

#### **15. GOODS & SERVICE TAX:**

Please note that responsibility of payment of GST lies with Agency / Contractor 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.

#### **16. 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.

## **17. 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, 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.



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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 Goa

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.

#### **18. 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.



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## **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.



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## **SECTION-V**

### **FORMS & FORMAT**





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SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

## FORMS & FORMAT

### LIST OF FORMS & FORMAT WITH ITS APPLICABILITY FOR THIS TENDER

Form No.	Description	Applicability for this tender (Yes/No)
F-1	BIDDER'S GENERAL INFORMATION	YES
F-2	BID FORM	YES
F-3	LIST OF ENCLOSURES	NO
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 "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"	YES
F-10	AGREED TERMS & CONDITIONS	YES
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER	NO
F-12	UNDERTAKING ON LETTERHEAD	YES
F-12 A	UNDERTAKING ON LETTERHEAD (for Compliances)	NO
F-13	BIDDER'S EXPERIENCE	YES
F-14	CHECK LIST	YES
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE	YES
F-16	CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF BIDDER	YES
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT	NO
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING	YES
F-19	INDEMINITY BOND	YES
F-20	PROFORMA FOR CONTRACT AGREEMENT	YES
F-21	INTEGRITY PACT	YES



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**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No. 33, Rajan Villa,  
Journalist Colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership Firm/Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office:  *In case of Partnership firm, enclose letter mentioning Current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
7	Telephone Number/Mobile Number	



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

8	E-mail address	
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
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	Shops & Establishment License / Trade license / Incorporation Certificate	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit MSE certificate as specified in ITB)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**E-2**

**BIDFORM**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No. 33, Rajan Villa,  
Journalist Colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**E-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: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_  
M/s \_\_\_\_\_  
having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer),  
wish to participate in the said tender for

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

We, \_\_\_\_\_ the \_\_\_\_\_ Bank at  
\_\_\_\_\_ having our Head Office  
\_\_\_\_\_ (Local Address)  
guarantee and undertake to pay immediately on demand 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.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 along with documentary evidence.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

### **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: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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 hereby 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.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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





TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**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: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER No: GNGPL/C&P/T- 63**

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 policies 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: \_\_\_\_\_



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-6**

**"NO DEVIATION" CONFIRMATION**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No. 33, Rajan Villa,  
Journalist Colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD  
PROJECT OF GOANATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**E-7**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No. 33, Rajan Villa,  
Journalist Colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GNGPL / GAIL GAS or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GNGPL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of GNGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GNGPL by us.

Place:  
Date:

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



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-8**

**CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No.33, Rajan Villa,  
Journalist colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD  
PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

Dear Sir,

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

\_\_\_\_\_”  
the following certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-9**

**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 fromtime to time.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 M/s \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

Your right to recover the said sum of Rs. \_\_\_\_\_

\_\_\_\_\_ ) 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 or arbitrator or any other authority / forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

3. The guarantee herein contained shall not be determined or affected by the liquidation or winding up 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.
4. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ (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/guarantee 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 GNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
5. Bank also agrees that 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.



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

#### INSTRUCTIONS FOR FURNISHING

#### "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

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



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-10**

**AGREED TERMS AND CONDITIONS**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No.33, Rajan Villa,  
Journalist colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOANATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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

Sl. No	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (Order shall be released in this name & 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. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of 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.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule/penalty specified in Bid document.	





TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

10	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11	Confirm your offer is valid for <b>3 MONTHS</b> 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 (wherever 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	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
16	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[ Signature of Authorized Signatory of Bidder ]

Date:

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-12**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No.33, Rajan Villa,  
Journalist colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF  
GOANATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-12 A**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No.33, Rajan Villa,  
Journalist colony,  
Porvorim, North Goa- 403 521.

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF  
GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**TENDER NO: GNGPL/C&P/T- 63**

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

### **E-14**

### **CHECKLIST**

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
	<b>Confirm that the following details have been submitted in the Un-priced part of the bid</b>	
1	Bid Security (in case of Non-MSE bidders)	
2	Signed and stamped copy of tender document along with drawings and addendum/corrigendum's (if any)	
3	Power of Attorney in the name of person signing the bid.	
4	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	
5	Bidders' declaration that regarding, Holiday/ Banning, Liquidation, court receivership or similar proceedings	
6	Details and documentary proof required against BEC/qualification Criteria	
7	Confirm submission of document along with techno-commercial bid as per bid requirement.	
8	Confirm that all applicable forms are duly filled, signed and stamped and are enclosed with the bid	
9	Integrity Pact duly filled, signed and stamped	
10	Declaration for Bid Security/EMD (in case of MSE bidders)	
11	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately	
12	Confirm that no Price disclosing files have been attached with unpriced/ technical bid	
14	Make/ Model details of each supplied items	
15	GA drawing (with dimension details if any) / Catalogue of each supplied items submitted	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-15**

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

**(To be provided on Bank's letter head)**

To,  
M/s. Goa Natural Gas Pvt. Ltd.  
Plot No.33, Rajan Villa,  
Journalist colony,  
Porvorim, North Goa- 403 521.

Dear Sir,

This is to certify that M/s .....(name of the bidder with address)  
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for GNGPL's RFQ/Tender no.

..... dated .....

for ..... (Name  
of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender  
they have to furnish a certificate from their Bank confirming the availability of line of credit.  
Accordingly M/s ..... (name of the Bank with address) confirms  
availability of line of credit to M/s .....(name of the bidder) for at least  
an amount of Rs. \_\_\_\_\_

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

Yours truly

for .....(Name & address of Bank)

(Authorized signatory)

Name of the signatory

Designation

Stamp



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT  
OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**E-16**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL  
CAPABILITY OF THE BIDDER**

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

**ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

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

Name of Audit Firm:  
Chartered Accountant  
Date:

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

**Instructions:**

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

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

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

For the purpose of this Tender document,

- ① Annual Turnover shall be "Sale value/ Operating Income"
- (i) Working Capital shall be "Current Assets less Current liabilities" and
- (i) 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.**



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-18**

**BIDDER'S QUERIES FOR PRE-BID MEETING**

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

**SUBJECT: SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA**

**Tender No: GNGPL/C&P/T- 63**

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: \_\_\_\_\_



TENDER No.:- GNGPL/C&P/T-63

SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

**F-19**

**(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:





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(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.

(i) 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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**F-20**

**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)

here in after 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.



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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.



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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 anytime 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.

**SIGN AND DELIVERED FOR AND ON  
BEHALF OF GOA NATURAL GAS PVT LTD**

**GOA NATURAL GAS PVT LTD**

**Place:**

**Date:**

**SIGN AND DELIVERED FOR AND ON  
BEHALF OF THE CONTRACTOR**

**(NAME OF THE CONTRACTOR)**

**Place:**

**Date:**

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## **F-21**

### **INTEGRITY PACT**

#### INTRODUCTION:

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

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



## ANNEXURE-1

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

### **I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”**

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

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

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

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

The Counterparty shall inform the Independent External Monitor.

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

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

### **II VIOLATIONS & CONSEQUENCES:**

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

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

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

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

### **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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



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SUPPLY OF PORTABLE LASER METHANE GAS DETECTOR FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

## ANNEXURE-2

### **INTEGRITY PACT**

(To be executed on plain paper)

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

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

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

### **PREAMBLE**

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

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

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

### **Section1 – 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.



## **Section2 – 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.

## **Section3 – 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.

**Section7 – 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.

**Section8 –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

Place & Date -----  
-

\_\_\_\_\_  
(Name & Designation)  
For the Bidder/Contractor

Witness1:

Witness2:

**APPENDIX-I****PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES  
INTRODUCTION:**

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

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

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

A procedure for of Vendors/ Suppliers/Contractors/ Consultants was formulated and implemented in GNGPL. The said procedure stipulates the provision for putting a Vendor/ Supplier/ Contractor/ Consultant on Holiday, if their performance is POOR.

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

**A Definitions:**

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 “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.

- A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors of GNGPL
- A.7 “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.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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



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

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

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

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

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.

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

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

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by Corporate C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:



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- (i) For Projects cases: concerned Project Managers in case of Purchase Orders and concerned Construction-in Charge (where PMC is EIC)/ Engineer-in-Charge (EIC) in case of Contracts
- (ii) For other than Projects cases: concerned Dealing officer in case of Purchase Orders and concerned Engineer-in-Charge (EIC) in case of Contracts.

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

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

**(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 GNGPL for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GNGPL 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 3 years.





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

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GNGPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/ Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(v) Repeated once	7 years (in addition to the period already served)
	(vi) 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/order	02 years





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

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

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

B.2.3.2 The approval for allowing the agency to complete the supply/ job is to be obtained from Director –In Charge of COD with concurrence of ED (Finance) who is one of the members of Board based on the detailed deliberation/ recommendation of the committee consisting of Head of C&P, CFO & Concerned GM Such recommendation shall be put up to Director –In Charge of COD through Corporate Law department.

Further, all such cases shall also be put to Board of Directors for their information.

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

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

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

C.1 If an agency is put on Banning, 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.

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

### **C.1 Initiation of Suspension**

Action for suspension business dealing with any agency/(ies) shall be initiated by 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.
- (iii) DELETED

### **C.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 The suspension order shall also be hosted on GNGPL 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.
- 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 GNGPL

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

- D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Corporate Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

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

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of



GNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

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

- (i) If Project Manager / EIC / HOD / Dealing Purchase Officer or any other authority of GNGPL, receive/ acquire conclusive evidence of any corrupt/ fraudulent/ collusive/coercive practice / activity, the concerned should immediately initiate action for putting vendor on banning list as per extant procedure
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of C&P, F&A and Project/ Indenting department at O&M site/concerned department will examine the case in detail. In case of corporate office, the committee will be of HOD (C&P), CFO and concerned GM.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the CEO through Corporate C&P Department along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. Wherever such recommendation is forwarded from the site, the same will be routed through concerned OIC. The draft show cause notice should be vetted by the Corporate Law Department.

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

If the agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show cause notice

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

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

- (v) On receipt of reply in response to show cause notice, Corporate C&P Department will forward the same to concerned department at Corporate Office/ Site. Committee will prepare a proposal covering point wise reply to issues brought out



by agency in their reply to show cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through HOD of concerned Projects/ OIC of site to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the agency on banning list, the draft speaking order to be issued to the agency with reasons for putting on banning list will also be submitted along with the recommendation.

In case Law department makes any contrary observation, the file may be referred back for further deliberations and recommendation.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee in draft form along with their recommendation. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from the CEO, Corporate C&P Department will issue a letter in form of speaking order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on GNGPL intranet and a copy will be forwarded to all OICs/ HODs by Corporate C&P Department. A list of all agencies put on banning will be maintained at GNGPL Intranet/website.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas to ban the agency from dealing with the PSE, the agency shall be automatically put in the banned list.

- (viii) The above process of banning should be completed within 04 months from initiation of case by concerned EIC/ department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and show cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show cause notice.
- (x) After issuance of banning order, action for termination of order (s)/ contract (s) where it has been concluded that such irregularities have been committed and for forfeiture of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned Project/ O&M site as per extant DoP. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contract under the terms of the contract.

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



- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list.
- (xiii) In case of contract (s) on consortium/JV, if any of the member of consortium is put on banning list, in that case other ongoing contract(s)/ order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B 2.3 herein above, the agency may continue after approval from competent authority as mentioned therein.

In case of fraudulent / corrupt / collusive/coercive practice by any member or leader itself, consortium including errant member & leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV .

- (xiv) In case any PMC detects the fraudulent / corrupt / collusive/ coercive practice during evaluation and execution of any contract and recommendations made to GNGPL, the procedure mentioned herein above is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e. future business dealings.

**F. Appeal against the Decision of the Competent Authority:**

- F.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 receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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



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the provisions of 'Procedure for action in case of Corrupt/Fraudulent/  
Collusive/Coercive Practice' shall prevail.

H. The above procedures supersede all earlier circular/clarification on the subject.

I The Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice  
(except Introduction, sub-para B. 2.3, E and H) shall be made part of ITB/ tender  
document.





## APPENDIX-II

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

#### 1.0 GENERAL

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

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

#### 2.0 OBJECTIVE

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

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

#### 3.0 METHODOLOGY

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

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





ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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.

#### 4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :

- (i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- (ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Suppliers/Contractors/ Consultants in all such cases.

#### 5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

##### 5.1 FOR PROJECTS



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- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with completion of contract/supply order.
- ii) On completion of contract/supply order, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts excluding cases under para 4.0
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

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

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

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

1. Poor Performance on account of Quality (if marks Obtained against Qualityparameter is less than 20):
  - (a) **First Instance: Holiday (Red Card) for Two Years.**
  - (b) **Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.**
2. Poor Performance on account of other than Quality (if marks



Obtained against Quality parameter is less than 20):

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.

(b) **Second such instance in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card for a period of One Year.**

(c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years**

(a) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant

**First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non• performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.



- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

A provision in SAP will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/ Contractor/ Consultant so as to track their performance. List of such Vendor/Supplier/ Contractor/ Consultant shall also be uploaded on the GAIL's Gas intranet.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/ Proposal for Price Bid Opening** so that delivery/ execution maybe closely monitored by the concerned.

- (C) Where Performance rating is "FAIR":  
Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

The methodology for processing of above cases of "POOR" (as per Performance Rating) or Poor/Non• Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

- (vi) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non satisfactory reply to explanation letter for "Poor" Performance Rating, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) will forward the brief of case along with termination letter/ copy of correspondence (for case of Poor Performance rating) to Corporate C&P through their OIC/HoD at Corporate Office.

However, before terminating any contract/ order, the EIC/CIC shall refer the matter to Site Committee' for their deliberation.

On receipt of above details, for the case of "First Instance", Corporate C&P Department will issue Advisory notice (as per standard proforma duly vetted by Corporate Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of Three (3) Years.

The copy of Advisory notice will also be sent to all OICs/HoDs at Corporate Office for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/ Consultant in other ongoing/ new Orders/ Contracts placed on them.

Simultaneously, Vendor SAP will also be advised for "Yellow" flagging such vendor in SAP.



- (vii) For the case of "Subsequent Instances" On receipt of consolidated recommendations of Engineer-In-Charge/ Project Manager, a committee consisting of concerned Head of C&P, F&A and Project/ Indenting department at site will examine the recommendation in detail. In case of corporate office, the committee will be of HOD (C&P), CFO and concerned GM.

The committee will put up its recommendation to the CEO through Corporate C&P Department along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. Wherever such recommendation is forwarded from the site, the same will be routed through concerned OIC. The draft show cause notice should be vetted by the Corporate Law Department.

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

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

The case will be further deliberated by a Corporate Level Committee consisting of following:

- (i) HOD (C&P)- Corporate Office
  - (ii) CFO
  - (iii) CGM level officer of concerned department
- (viii) After obtaining approval from CEO, Corporate C&P Department will issue the show cause notice to the concerned party giving an opportunity to respond within 15 days.

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

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

- (ix) On receipt of reply to show cause notice, Corporate C&P Department will forward the same to Project group.

The same Committee who have recommended for issuing show cause notice will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice



and forward their final recommendation for keeping the Vendor/ Supplier/Contractor/ Consultant on Holiday or otherwise through concerned OIC to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation.

In case Law department makes any contrary observation, the file may be referred back committee for deliberations and recommendation.

While according the approval, the reasons to be recorded by the Competent Authority, shall also be put up by the committee in draft form along with their recommendation. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority will be final.

- (i) After obtaining approval from CEO, Corporate C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.
- (ii) A list of all parties put on holiday will be communicated to all concerned and will also be maintained at GNGPL Intranet.
- (iii) However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary basis.
- (iv) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of such proposal.

## 5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user departments The provision of para 5.1 (xiii) will not be applicable for consultancy jobs.

## 5.3 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 excluding cases under



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para 4.0.

- iii) Depending upon Performance Rating, following action need to be initiated by concerned C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks Obtained against Qualityparameter is less than 20):

(a) **First Instance: Holiday (Red Card) for Two Years.**

(b) **Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.**

2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):

(a) **First such instance:** Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.

(b) **Second such instance** in other ongoing order (s)/contract (s) or





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new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card for a period of One Year.

- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non• performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

A provision in SAP will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/ Contractor/ Consultant





so as to track their performance. List of such Vendor/Supplier/ Contractor/ Consultant shall also be uploaded on the GAIL's Gas intranet.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/ Proposal for Price Bid Opening** so that delivery/ execution maybe closely monitored by the concerned.

(C) Where Performance rating is "FAIR":

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

- (vi) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at site to review and examine all cases pertaining to putting the Vendor/ Supplier/Contractor/ Consultant on holiday for final decision.

The methodology for processing of above cases of "POOR" (as per Performance Rating) or Poor/Non• Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

- (vii) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non satisfactory reply to explanation letter for "Poor" Performance Rating, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) will forward the brief of case along with termination letter/ copy of correspondence (for case of Poor Performance rating) to Corporate C&P through their OIC/HoD at Corporate Office.

However, before terminating any contract/ order, the EIC/CIC shall refer the matter to Site Committee' for their deliberation.

On receipt of above details, for the case of "First Instance", Corporate C&P Department will issue Advisory notice (as per standard proforma duly vetted by Corporate Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of Three (3) Years.

The copy of Advisory notice will also be sent to all OICs/HoDs at Corporate Office for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/ Consultant in other ongoing/ new Orders/ Contracts placed on them.

Simultaneously, Vendor SAP will also be advised for "Yellow" flagging such vendor in SAP.



- (viii) For the case of "Subsequent Instances" On receipt of consolidated recommendations of Engineer-In-Charge/ Project Manager, a committee consisting of concerned Head of C&P, F&A and Project/ Indenting department at site will examine the recommendation in detail. In case of corporate office, the committee will be of HOD (C&P), CFO and concerned GM.

The committee will put up its recommendation to the CEO through Corporate C&P Department along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. Wherever such recommendation is forwarded from the site, the same will be routed through concerned OIC. The draft show cause notice should be vetted by the Corporate Law Department.

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

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

The case will be further deliberated by a Corporate Level Committee consisting of following:

- (iv) HOD (C&P)- Corporate Office
  - (v) CFO
  - (vi) CGM level officer of concerned department
- (ix) After obtaining approval from CEO, Corporate C&P Department will issue the show cause notice to the concerned party giving an opportunity to respond within 15 days.

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

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

- (x) On receipt of reply to show cause notice, Corporate C&P Department will forward the same to Project group.

The same Committee who have recommended for issuing show cause notice will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice and forward their final recommendation for keeping the Vendor/



Supplier/Contractor/ Consultant on Holiday or otherwise through concerned OIC to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation.

In case Law department makes any contrary observation, the file may be referred back committee for deliberations and recommendation.

While according the approval, the reasons to be recorded by the Competent Authority, shall also be put up by the committee in draft form along with their recommendation. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority will be final.

- (xi) After obtaining approval from CEO, Corporate C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.
- (xii) A list of all parties put on holiday will be communicated to all concerned and will also be maintained at GAIL Gas Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary basis.
- (xiv) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of such proposal.

## **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 GNGPL 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 GNGPL.

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

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

### **5.4.3 Effect of Suspension of business:**

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

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

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

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

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

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

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

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

## **6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

- 6.1 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.



## **7.0 EFFECT OF HOLIDAY**

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

**7.2** 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.

**7.3.** Effect on other ongoing tendering:

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

**7.3.2** 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.

**7.3.3** 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.

**8.0** 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.

**9.0** 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 GNGPL 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.

## **10. 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

## 11. 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, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/order (s).

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of sl.no.2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card.

- 12. In case Service Tax department brings to the notice of GNGPL that a Party has not paid to the credit of the Government the Service Tax collected from GNGPL, then party will be put on holiday for a period of six months after following the due procedure.
- 13. All departments like O&M, BD, HR & F&A and Marketing other than projects will be covered under definition 'O&M'



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Annexure-1

**GOA NATURAL GAS PVT LTD  
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
- vii) Actual delivery/  
Completion date

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

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note :

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:





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### **\* 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)**

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





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### 1.3 RELIABILITY PERFORMANCE (20 marks)

<b>A</b>	<b>FOR WORKS/CONTRACT</b>	
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>B</b>	<b>FOR SUPPLIES</b>	
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



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## **SECTION – VI: SCHEDULE OF RATE (SOR)**

**Uploaded Separately**

**\* END OF DOCUMENT\***