

GOA NATURAL GAS PVT LTD

(A joint Venture of Gail Gas Ltd & Bharat Petroleum Corporation Ltd)



HIRING OF OFFICE SPACE AT NORTH GOA AREA

EOI NO: GNGPL/2023-24/EOI/03

INVITATION FOR BIDS

M/S. _____

Sub.: HIRING OF OFFICE SPACE AT NORTH GOA AREA

Dear Sir / Madam,

M/s Goa Natural Gas Pvt Ltd (GNGPL) here-in-after called OWNER/COMPANY invites Expression Of Interest (EOI) for submission of bids **UNDER TWO BID SYSTEM** from interested parties for providing their PREMISES on hiring basis for office purpose at North Goa area, in complete accordance with tender documents enclosed:

Venue For Bid Submission & Opening: Goa Natural Gas Pvt Ltd,
Plot No 33, Rajan Vila, Journalist Colony,
Porvorim – Goa 403521

TENDER FEE : NIL

START DATE OF BID SUBMISSION : 20/02/2024

DATE OF CLOSING OF BID SUBMISSION : 29/02/2024 @ 10:00 Hrs.

AUTHORISED SIGNATORY
Goa Natural Gas Pvt Ltd

Special Conditions of Contract and Scope of Work for Hiring of Space for O&M Office at North Goa

Goa Natural Gas Pvt Ltd (GNGPL) is a joint venture company of GAIL Gas Ltd and Bharat Petroleum Corporation Ltd, requires Office Space at following locations on monthly rental / lease basis.

I) O&M Office at North Goa Location – Panjim / Talegaon / Caranzalem / Porvorim

1. The Office Space should have minimum built up area of 1000 Sq Feet with minimum 3 rooms and a common area.
2. It should be either Bungalow / Villa / Independent house/ Commercial building
3. Parking Space for min 1 no four-wheelers and 5 nos of two-wheelers.
4. The Office space should have 24 Hrs. drinking water facility & electricity with separate meter.
5. The office space should have toilet facility for gents & ladies separately.
6. Each room Has minimum facility- AC, Fan, Light, Plug Socket (05A & 15A)
7. The office should be in Ready to Move (with proper Painted, Flooring, Ceiling) condition.

Note : In case of any issue against above mentioned points e.g. painting is not proper as on date of application, then an Undertaking duly notarized, needs to be submitted along with application by the bidder stating that painting will be done / issue will be sorted out, within 15 days from date of LOA.

GENERAL TERMS & CONDITIONS:

1. Lease period of occupation will be for maximum 33 months from date of occupation of premises, which may be foreclosed by giving two month notice by GNGPL. Initially Lease agreement will be done for 11 months which will be further extended 2 times for 11 months period each after expiry of agreement.
2. Lease Agreement need to be executed by party as per the GNGPL format.
3. Security deposit for maximum 2 months period shall be paid by GNGPL.
4. Earnest Money Deposit for bidding against this EOI is not applicable to the bidder / owner.
5. Tax / Duties, Commercial charge, Municipal Corporation charges, any other authority charges, Society Charges, Major/ Minor maintenance attributed to Owner etc. will be borne by the owner of the premises.
6. Electricity & Water charges will be borne by GNGPL.
7. Separate electricity meter/ connection to be provided by the owner.
8. In case the property offered has multiple ownership, each owner must submit his/ her consent in the form of notarized "No Objection Certificate" to be enclosed along with the technical bid.
9. Area offered by the owner / bidder should be separately marked in the site / property map.
10. Agreed monthly rent shall be paid by GNGPL after deducting necessary TDS.
11. Offer for premises from Brokers/ Property dealers/ non owners shall not be accepted.

PROCEDURE FOR SUBMISSION, OPENING & EVALUATION OF EOI :

1. Genuine Bidders may submit original hard copies of their bids separately in two parts in sealed envelopes super scribed with the EOI no, location of Premises, due date and nature of offer (Un-priced / Priced).

Annexure I: UNPRICED OFFER (TECHNICAL BID) in ORIGINAL complete with all details as sought in this bid document duly signed on each page.

Annexure II: PRICED OFFER (PRICE BID) in ORIGINAL WITH COMPLETE PRICE DETAILS as per price schedule provided in the bid document.

The two envelopes containing Annexure I and Annexure II shall be enclosed in a larger envelope duly sealed and pasted and shall bear the EOI no, location of Premises, due date along with address of sender's name, email address, Mobile no. and complete address.

2. Application should be submitted at GNGPL Porvorim office on & before due date of submission as mentioned above on following address. For any information with regard to the advertisement, interested bidders may contact on following address.

State	Geographical Area	Address	Name & Contact No of Concern Person
Goa	North Goa	Goa Natural Gas Pvt Ltd, Plot No 33 Rajan Villa, Behind Journalist Coloney, Porvorim, Goa - 403521.	Md. Zafar, DGM, GNGPL Mob. No:- 9873784321 LL No : (0832) 2412399 / 2412933 Email : projecthead@goanaturalgas.com

3. EOI document can be downloaded from <https://www.goanaturalgas.com> web site. Corrigendum, if any, will be published only on the website. In case of any discrepancy in advertisement published in English Newspapers vis a vis vernacular daily, the direction / information indicated in English paper would prevail.
4. The Company reserves the right to cancel / withdraw / amend this advertisement or extend the due date for submission of EOI document at its sole discretion without assigning any reason.
5. The envelope containing the technical details shall be opened first and acceptance of the EOI offers according to Annexure - I will be evaluated first. The technical evaluation of EOI offers shall be based on points mentioned above. The technical evaluation will be done separately for each location.
6. The Committee consist of 3 GNGPL officers will visit the offered sites to evaluate the same and list of technically qualified sites / offers will be made. The bidders would be treated to have been qualified for further process after evaluation of all sites as per technical details and satisfactory report from the 3 members committee after visiting the sites.
7. Further Financial Bid of those bidders who have qualified technically, will be opened by the Committee. The financial evaluation shall be carried out based on over all cash out flow for 33 months including GST. The financial evaluation will be done separately for each location.

8. Offers submitted after the due date and time of closing of EOI or not in the prescribed format is liable to be rejected. GNGPL shall not be liable for any delay in submission of EOI documents in physical form due to postal delay / technical problem etc. No claims on this account shall be entertained. If any of the days specified above happens to be a holiday in GNGPL, the next working day shall be implied.
9. GNGPL reserves the right to withdraw or cancel this EOI at any stage even after opening the technical bids or price bids at its sole discretion and without assigning any reason whatsoever and in which case, the party shall have no right whatsoever to either claim for the award of the EOI or seek reimbursement of any costs.
10. Validity of the EOI shall be minimum **60 days** from the date of bid closing. Bids submitted through Fax / Email are not acceptable.
11. Applicants are advised to quote strictly as per terms and conditions of the EOI document and not to stipulate any deviations / exceptions. The applicant shall not make any subsequent price change after the closing date of EOI. Applicant are advised to submit only one offer against that particular property. In case applicant wishes to offer more than one property, separate application to be submitted for each property.
12. LANGUAGE OF BID:
The Bid & all supporting documentation and all correspondence exchanged by tenderer and Corporation, shall be written in English language only.
13. Courts in the city of North Goa alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.
14. GNGPL reserves the right to verify all the documents / bidder's premises at any time after submission of bid.
15. Bidder may have to attend the concerned office of the Corporation for clarifications and / or negotiations / clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.
16. Bidder is expected to read, understand & accept all terms & conditions without any deviations. In case bidder takes any deviation to any of the terms & conditions in these tender documents, the same shall be stated clearly with reasons as per following format.

GNGPL reserves the right to accept or reject any of the deviations. In case any of the deviations taken by any bidder is not acceptable to GNGPL, the same shall be taken up with bidder for withdrawal / modification of the deviation as deemed fit. In case the bidder declines to withdraw / modify the deviation as desired by GNGPL, GNGPL reserves the right to reject the offer at the technical / unpriced bid evaluation stage itself.

Format of Deviations to Tender document. is as follow. Deviations if any are to be listed in Annexure only. Any deviation mentioned elsewhere in the bid shall not be taken into consideration. In case of no deviation, this shall be submitted as NIL.

List of Deviations to the tender document:

Ref GNGPL clause No. / Annexure	Reference Clause of Tender Document Deviation	Deviation

17. PAYMENT

Payment terms shall be 15 days from the date of receipt of Invoice at GNGPL Corporate Office. The payment shall be done through National Electronic Fund Transfer (NEFT).

18. FORCE MAJEURE

The Contract is subject to standard FORCE MAJEURE conditions set out hereunder:

- (a) If at any time during the continuance of the contract, the performance in whole or in part or any obligation of either party under the contract shall be prevented or delayed for a continuous period of more than seven days by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, any order or decree of any Government or Governmental Authority or rationing, whether imposed by law, decree, regulation or voluntary co-operation of GNGPL at the insistence or request of the MOP&NG or person purporting to act thereof (hereinafter referred to as EVENTS) then, provided notice of happening of any such event(s) with supporting proof required thereof, is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.
- (b) In the event of any shortfall in providing the desire services due to occurrence of a force majeure event for a continuous period of 30 (thirty) days or more, Corporation may solely at their discretion reduce the total contracted period during the existence of the force majeure conditions, and the successful tenderer shall not be entitled to claim any damages from the Corporation on account thereof, nor the Corporation shall be entitled to claim damages from the successful tenderer on account of such event.

19. TERMINATION

Notwithstanding anything contained in the Contract, GNGPL shall have the right to terminate the Contract upon or at any time of the happening of any of the following events:

- (a) If the successful bidder shall commit a breach of any of the terms and conditions of the contract and fails to remedy such breach within 15 (fifteen) days of the receipt of the written notice from the Corporation in regard thereto.
- (b) i) On the death or bankruptcy of the successful tenderer if he be an individual.

- ii) On the dissolution of the firm if the successful tenderer happens to be the Partnership firm.
- iii) Liquidation, whether voluntary or otherwise, or the passing of an effective resolution for winding up of the business of the successful tenderer if it be a company.
- iv) On selling of the facilities or assets to any other individual or company.

20. **ARBITRATION**

- (a) Any dispute or difference of any nature whatsoever any claim, cross- claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement other than those in respect of which, the decision of any person is, by the purchase order or Agreement, expressed to be final and binding, shall be referred to the sole arbitration of the CEO of the Corporation who may either himself act as the arbitrator or nominate some other Officer of the Corporation, irrespective of his relationship with the corporation, to act as the Arbitrator. The successful tenderer will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Corporation.
- (b) In the event of the Arbitrator to whom the matter is originally referred to being transferred, he shall be entitled to continue with the Arbitration proceedings notwithstanding his transfer, unless the CEO at the time of such transfer or at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- (c) In the event of the Arbitrator to whom the matter is originally referred, vacating his office or being unable to act for any reason, the CEO at the time of vacation of office or inability or refusal to act, shall designate another person to act as arbitrator in accordance with the terms of this agreement.
- (d) The Arbitrator newly appointed by the CEO under clause (b) or under clause (c) above shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- (e) It is an express term of this contract that no person other than the CEO or a person nominated by such CEO of the Corporation as aforesaid shall act as Arbitrator hereunder. If for any reason CEO is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the Matter in dispute shall not be referred to Arbitration at all.
- (f) The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the Arbitration proceedings under this clause.
- (g) The award shall be made in writing and published by the Arbitrator as required under the law.
- (h) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and /or documentary as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof, including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- (i) The party against whom the arbitration proceedings have been initiated , that is to say, the respondent in the proceeding, shall be entitled to prefer a cross-claim, counter-claim or set-off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference for arbitration to the CEO for such counter-claim, cross-claim, or set-off and the arbitrator shall be entitled to consider and deal with the same as if the matters arising

there from have been referred to him originally and deemed to form part of the reference made by the CEO.

- (j) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- (k) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties. The arbitrator shall be entitled to direct anyone of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrator's expenses whenever called upon to do so.

21. JURISDICTION

The parties hereby agree that the courts in the city of North Goa alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the aforesaid city only.

NECESSARY COMPLIANCE BY BIDDERS :

- a) The property should be in the name of the bidder / applicant which can be singly or jointly owned.
- b) The clear legally valid undisputed title deed must be in favour of the bidder (Duly notarized photo copy of the same must be enclosed in the Technical Bid).
- c) The details of the approved plan for offered premises must be enclosed in the Technical bid.
- d) The cost of stamp paper, registration fees etc. shall be borne, in equal proportion, by both GNGPL and the Bidder.
- e) External as well as internal painting of the bungalow / premises shall be done before occupation and be carried out on need basis as and when required.
- f) Maintenance of the PREMISES will be carried out by the bidder during the lease period. This will include civil & plumbing work, electrical and maintenance of common area, parking area etc.
- g) In case failure on the part of party / bidder to carry out maintenance activities to the satisfaction of GNGPL the same shall be carried out by GNGPL at the risk & cost of bidder and amount so spent shall be recovered from the bills of the party.
- h) The bidder shall comply with all legal compliance's so far the offered premises is concerned.
- i) The bidder will get the premises insured against fire and other extraneous perils.
- j) The bidder shall provide power backup of sufficient capacity to cater to the requirement of the said office premises.
- k) Bid documents are non-transferable.