



**ANNUAL MAINTENANCE CONTRACT FOR ON LINE STEEL VALVE
MAINTENANCE IN NORTH GOA GA**

Tender No : GNGPL/C&P/2024/T-24

(OPEN DOMESTIC COMPETITIVE BID)

MOST IMPORTANT NOTE:

**BIDDERS WHO ARE MSME ARE EXEMPTED FROM SUBMISSION OF EMD / BID BOND ELIGIBLE
FOR PURCHASE PREFERENCE UNDER PPP-2012 EXCEPT TRADERS.**

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SECTION - I INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

M/s Goa Natural Gas Pvt. Ltd. is a Joint Venture (JV) of Bharat Petroleum Corporation Limited (BPCL), A Govt. of India Enterprise and GAIL Gas Limited, a fully owned subsidiary company of GAIL (India) Limited, has been set up to provide PNG (piped Natural Gas) to industrial, domestic, commercial sectors and CNG to automobile sector in North Goa GA.

2.0 BRIEF DESCRIPTION OF PROJECT

The present project is the supply of natural gas as Piped Natural Gas (PNG) to Domestic, Commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobile consumers in North Goa GA.

3.0 BRIEF SCOPE

The main scope of work comprises preventive maintenance and clear passing issues in On-Line steel valve as per SOR

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

4.0 CONTRACT PERIOD

The Period of Contract shall be two (02) years from date of issuance of LOA/ Work Order from GNGPL.

5.0 BID VALIDITY

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

6.0 **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) or from Central Public Procurement Portal (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:- dilip@antaressystems.com
2	Kiran M.H	Contact No.:- 8600651553 Email:- kiran.m@antaressystems.com

7.0 DETAILS OF BID DOCUMENTS

A	NAME OF WORK/BRIEF SCOPE OF WORK/JOB	ANNUAL MAINTENANCE CONTRACT FOR ON LINE STEEL VALVE MAINTENANCE IN NORTH GOA GA FOR TWO YEARS
B	TENDER NO. AND DATE	GNGPL/C&P/2024/T-24 DATED 22/11/2024
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	TWO YEAR FROM THE DATE OF NOTIFICATION OF AWARD.
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT: RS.43473./- Note: If the major activity of the MSE is Services or Manufacturing then the unit is eligible to avail the benefits of Public Procurement Policy for MSEs Order, 2012. MSEs registered as a Trader (Major Activity) cannot avail the benefits of the said policy. (REFER CLAUSE NO.16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE:-28/11/2024 TIME: - 15.00 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 sprabhakar@goanaturalgas.com & contracts@goanaturalgas.com of to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	DATE: - 06/12/2024 TIME: - 15.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 06/12/2024 TIME: - 16.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
K	CONTACT DETAILS(Commercial)	S.Prabhakar (Manager- C&P) Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:- sprabhakar@goanaturalgas.com Contact:- 9047494164

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

8.0 Bids must be submitted strictly in accordance with 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)

9.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tenderdocuments and not to stipulate any deviations/exceptions.

10.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website www.goanaturalgas.com / www.eprocure.gov.in and SUBMIT 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.

11.0 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

MOHD. ZAFAR KHAN
(CHIEF EXECUTIVE OFFICER)

8.0 BIDDER EVALUATION CRITERIA (BEC)

A] TECHNICAL CRITERIA:

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

The bidder should have executed at-least single work order / contract of On-line steel valve maintenance to Natural Gas Pipeline/ City Gas Distribution Network/ Hydrocarbon pipeline network / Gas Terminals / City Gate Stations/ CNG Stations/Hydrocarbon plant in any Govt. department/ Public limited company/private limited company having minimum value as given below in previous seven (07) years to be reckoned from the due date of priced bid opening.

Experience of at least three similar works of about INR 4.34 Lakhs in previous 7 years.

Or

Experience of at least two similar works of about INR 5.43 Lakhs in previous 7 years

Or

Experience of at least one similar work of about INR 8.69 Lakhs in previous 7 years

B] FINANCIAL CRITERIA:

1. Annual Turnover

The average annual turnover achieved by the bidder during the last 3 preceding financial years, shall be INR 5.43 Lakhs.

2. Net Worth

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

3. Working Capital

The minimum working capital of the bidder as per the immediately preceding financial year's audited financial results shall be **INR 1.08 Lakhs**

If the bidder's working capital is inadequate or negative, the bidder should furnish a letter from the Bidder's bank (as per format F-15) having net worth not less than INR 100 Crores (or equivalent USD), confirming the availability of the line of credit for at least for the working capital requirement as stated above.

Note:

Annual Turnover :

In case the tenders having the bid closing date up to 30th September of the relevant financial

year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

Net Worth/Working Capital :

In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

Bidder to quote for full quantity of SOR. Bid with part quantity shall be liable for rejection.

The bidder shall be required to submit documentation and proof for the above requirements and purchaser may at its DISCRETION make additional checks for the same.

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
Technical BEC		
		Bidder must submit/upload:
8.1	Technical BEC	<p>a) Copy of Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at BEC 8.0 in preceding seven (07) years to be reckoned from the due date of bid opening.</p> <p>b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract submitted as mentioned at point “a” above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end- user/owner/authorized consultant.</p> <p>For Running Contract:</p> <p>C) Copy of Execution Certificate or equivalent against Order/LOA/Contract for the running contract as mentioned at point “a” above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum annualized value mentioned in BEC</p>

		<p>Sr.No.8.0. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent 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>
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Financial BEC

8.2.1	Annual Turnover	Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account etc. of three preceding financial years.
		AND
		Certificate from Chartered Accountant for details of financial capability (F-16)
8.2.2	Net Worth	Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of last financial year as per BEC, along with un-priced bid. AND Certificate from Chartered Accountant for details of financial capability (F-16)
8.2.3	Working Capital	Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account etc. as per last financial year's result, along with un-priced bid.
		If the bidder's working capital is inadequate or negative, the bidder should furnish a letter from the Bidder's bank (as per format F-15) having net worth not less than INR 100 Crores (or equivalent USD), confirming the availability of the line of credit for at least for the working capital requirement as stated in BEC. Certificate from Chartered Accountant for details of financial capability (F-16).

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

Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified by Chartered Engineer and attested by notary public with legible stamp.
Financial Criteria of BEC	<p>Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-16' duly certified by a Chartered Accountant with indicated valid UDIN.</p> <p>Further, copy of audited annual financial statements submitted in bid shall be duly certified by Chartered Accountant with indicated valid UDIN and attested by notary public with legible stamp.</p> <p>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.</p>

9.0 BID SECURITY/EMD

All bids must be accompanied by a bid security amount of INR 43,473/-.

Bid Security shall be furnished along with the un-priced bid. The EMD/ Bid Security shall be in the form of Demand Draft/ Banker's Cheque/ Letter of Credit OR BG as per format F-4 in favour of GOA NATURAL GAS PVT. LTD., payable at North Goa (issued by Indian Scheduled bank).

GNGPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

Bidder also has the option to submit EMD/Bid Security fee by online/ RTGS as per GNGPL accounts details given in clause no 18.0 of ITB.

In case bid security is in the form of irrevocable Bank Guarantee, the same 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 Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of INR 100 million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be submitted along with the bid and to be enclosed in Part — I (Un- priced bid). Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 150 days from scheduled date of bid submission.

Bids must be accompanied with the scanned copy of bid security as mentioned above. Bids not accompanied with requisite bid security or bid security not in the requisite form specified in Bidding Document, shall be considered as non-responsive and such Bids shall be rejected. The Bidder in whose name the Bid and the Bid Security/EMD have been submitted shall be considered for evaluation.

The original copy of bid security must reach within 7 days of bid submission at GNGPL office.

EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Trader's/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

10.0 PRE-BID MEETING

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

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

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

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

- (i) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.
- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (iv) Time slot shall be allotted to each bidder to ask his queries.

- (v) Recording shall be done for pre-bid meeting.
- (vi) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 GENERAL

GNGPL reserve the right to carry out capability assessment of the bidder including referral to in-house information. GNGPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process. Bid document is non-transferable. Bids received after stipulated last date and time, due to any reasons what-so-ever, will not be considered.

GNGPL will follow purchase preference policies as per prevailing guidelines of Government of India. The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. In case it comes to the notice of GNGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer.

Bids sent in physical form/ through Fax/ E-mail shall not be accepted.

GNGPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever. This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

Contact details of owner is given below

Mr. P. Babu Srikanth
Chief Finance Officer
Goa Natural Gas Private Limited
C/O RAJAN VILLA, Plot No. 33
Housing Board Colony
Behind Patrakar Colony
PORVORIM Goa-403521
Email Id: cfo@goanaturalgas.com

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID

The Purchaser/Owner/GOA NATURAL GAS PVT. LTD. (GNGPL)/ Owner's representative as defined in the General Conditions of Contract-Works, hereinafter "the Owner" wishes to receive bids as described in the Bidding Documents.

2.0 SCOPE OF WORK:

The scope of work shall be as defined in the bidding document.

The successful bidder will be expected to complete the Scope of Bid within the period stated in Special Conditions of Contract.

Throughout this bidding documents, the term "bid" and "tender" and their derivatives ("bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

3.0 BIDDING ENTITY

Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.

Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting qualification criteria.

The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.

The invitation of bid is open to any bidder.

A bidder shall not be affiliated with a firm or entity that has provided consulting services related to the Works to the Owner during the preparatory stages of the Works or of the Project of which the Works form a part, or that has been hired (or is proposed to be hired) by the Owner as Engineer/Consultant for the contract.

Undertaking from bidder is to be submitted in this regard.

The bidder shall not be under a declaration of ineligibility by Owner/Consultant for corrupt or fraudulent practices as defined in ITB clause no. 43.0.

The bidder is not put on holiday/ blacklisted by BPCL/ GNGPL/ GAIL GAS or Project Management Consultant (PMC) of BPCL/ GNGPL/ GAIL GAS or black listed by any Government Department/ Public Sector or put on suspension by GAIL Gas/ BPCL/ GNGPL, on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC) as specified in the Notice of Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner / Consultant shall be final and binding on the bidder.

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 Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting

BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

Any participative bidder submitting bid as a consortium/ joint venture shall not be acceptable.

4.0 ONE BID PER BIDDER

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

Alternative bids are not acceptable.

5.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

7.0 SITE SURVEY

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

The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

Site Survey for tender is scheduled up to **25 .11.2024 from 10:00 Hrs**. Bidder can jointly visit site

with representative of GNGPL/.

Name of Contact Person	Contact Details
Mr.Rahul Dubhey	9654654738
Mr.Shashank	7007106220

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

A. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

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

Volume I: Commercial Volume consisting of:

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

Volume II: **Technical** Volume (Documents, Specification, Drawings etc.)

- 8.2 The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid 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 the Bid.

9.0 CLARIFICATION ON BID DOCUMENTS

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

10.0 AMENDMENT OF BID DOCUMENTS

- 10.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 9.0 and shall be hosted on Tenderwizard e-tendering website (<https://www.tenderwizard.com>) before bid due date.

All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

- 10.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.
- 10.4 Bidders are advised to visit TENDERWIZARD's e-tendering website (<https://www.tenderwizard.com>) from time to time to get updated information / documents.

B. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

- 11.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 11.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of shall be submitted by the bidder along with the bid.

12.0 DOCUMENTS CONSTITUTING THE BID

12.1 **Techno-commercial/ Un-priced bid:** Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the following:

- a. Covering letter with name & signature of person holding Power of Attorney with contact number
- b. Signed & stamped tender documents including Corrigendum, if any
- c. Power of Attorney, in favour of person (s) signing/ digitally signing the bid with his specimen signature that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder on non-judicial stamp paper of appropriate value.
- d. Bidder's General Details/information as per Format F-1
- e. Bid Form as per Format F-2 duly signed by signing authority & witness
- f. List of enclosures as per Format F-3 duly signed by signing authority.
- g. Performa of "Bank Guarantee" For "Earnest Money / Bid Security" EMD/Bid security as per Form F-4 issued by Bank
- h. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and priced bid opening as per Format F-5
- i. Confirmation of no deviation as per Format F-6
- j. Declaration as per Format F-7
- k. Certificate as per Format F-8 for confirming the Government of India is not part of Agreement
- l. Duly signed and stamped Format F-9 pertaining to Performa for bank Guarantee for Contract Performance Guarantee.
- m. Agreed Terms & conditions with confirmations duly filled in as per Format F-10.
- n. Acknowledgement Cum Consent Letter F-11
- o. Undertaking as per Format F-12.
- p. Details of similar work done during past seven years as per Format F-13
- q. Checklist as per Format F-14

- r. Copy of SOR (Schedule of Rates) with percentage blanked out mentioning “Quoted” against requisite cell in Summary of SOR. Under no circumstances bidder shall indicate percentage in Schedule of Rates (Un-priced Bid).
- s. Certificate from Bank if bidder’s working Capital is inadequate as per Form F-15.
- t. Format as per F-16 for Chartered Accountant Certificate for Financial Capability of The Bidder on CA’s Letter Head duly mentioning UDIN.
- u. Format as per Form F-17 for Consortium/JV Agreement – (Not Applicable)
- v. Performa as per Form F-18 for Bidder's Queries for Pre-Bid Meeting.
- w. E-BANKING FORMAT as per Form F-19.
- x. Integrity pact as per format F-20 along with Annexure-I & Annexure-II
- y. Details of proposed organization as per Format F-21.
- z. Annexure – I (Declaration For Bid Security/ EMD)
- aa. PF, GST registration certificate & ESI Registration certificate.
- bb. Any other information / details required as per Bidding Document.
- cc. Copy of certificate of incorporation/ Memorandum & Articles of Association/ partnership deed/affidavit of proprietorship
- dd. Documents establishing the Qualification pursuant to clauses of IFB, if applicable.
- ee. Any other information / details required as per Bidding Document.
- ff. List of Consultants / sub-contractors, if any, and Memorandum of Understanding (MOU) defining their involvement and responsibility in this work.
- gg. Copies of documents defining constitution or legal status, place of registration and principal place of business of the company including that of sub-contractor, if proposed.

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

12.2 Price Bid:

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

13.0 BID FORM

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

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

14.0 BID PRICES

14.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the percentage submitted by the Bidder and accepted by the Employer. The percentage quoted by the Bidders will be

inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).

- 14.2 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, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 14.3 Percentage 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. Estimated quantities, item-wise rates (inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST) and total estimated price is indicated in the SOR. Bidders are required to mention "INCREASE" OR "DECREASE" in figure in the requisite cells by which total estimated price shall be increased or decreased to arrive at bidder's quoted price. The same quoted %age (increase/ decrease) shall be considered to arrive at bidder's rates of all individual items of SOR.
- 14.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR.
- 14.5 Percentage 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 due 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.
- 14.6 Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.

15.0 TAXES & DUTIES

- 15.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 15.2 Quoted percentage should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details. Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, GNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.
- 15.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency

brings to the notice of GNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) 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.

- 15.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) 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.
- 15.5 Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.
- 15.6 Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.
- 15.7 The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 15.8 Owner/GNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- 15.9 The bids will be evaluated based on total quoted percentage including applicable GST (CGST & SGST/UTGST or IGST).
- 15.10 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 is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid.
- 15.11 In case GNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.
- 15.12 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

- 15.13 to GNGPL, then GNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GNGPL to Contractor / Supplier.
- 15.14 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 15.15 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 to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GNGPL.

16.0 CURRENCIES OF BID

- 16.1 Bidders are required to submit bid in Indian Rupees and receive payment in **(INR) Indian Rupees.**

17.0 PERIOD OF VALIDITY OF BIDS

- 17.1 The bid shall remain valid for acceptance for three (3) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security (if any). 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 period in all respects.

18.0 BID SECURITY

- 18.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 18.2 The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to ITB clause 18.9.
- 18.3 The bid security in Indian Rupees shall be in the form of "Online Banking transaction" or Demand Draft/ Banker's Cheque in favour of GOA NATURAL GAS PVT. LTD., payable at North Goa or in the form of an irrevocable Bank Guarantee in favour of GOA NATURAL GAS PVT. LTD. as per format enclosed at F-4 (issued by Indian Nationalised /Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Schedule Foreign Bank in case of Indian Bidders and from any reputed international bank or Indian Schedule Bank in case of Foreign Bidders).
- 18.4 To enable the bidders to utilize online transaction option, Bank details of GNGPL is as specified at ITB clause 18.14 below.
- 18.5 Bidder is required to submit successful Transaction Details along with their bid. In case of online transaction, submission of EMD in original is not applicable.
- 18.6 GNGPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
- 18.7 However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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 letter head.
- 18.8 The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 17 of ITB i.e. 5 (five) months beyond deadline for bid submission.
- 18.9 Any bid not secured in accordance with ITB clause 18.1 and 18.3 shall be rejected by GNGPL as non-responsive.
- 18.10 Unsuccessful bidder's bid security will be discharged / returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by OWNER pursuant to ITB clause 18.0.
- 18.11 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB clause 40.0 and furnishing the Contract Performance Guarantee pursuant to ITB clause 42.0.
- 18.12 The bid security may be forfeited:
- a) If a bidder withdraws its bid during the period of Bid validity.
 - b) In case of a successful bidder, if the bidder fails:

- i) to accept the award in accordance with clause 40 of ITB or
- ii) to accept the arithmetic corrections pursuant to clause 33 of ITB and/or
- iii) in case of a successful Bidder, if the Bidder fails, within the specified period to sign the Contract and to furnish the performance guarantee in accordance with Clause 42 of ITB.

18.13 Bid security should be in favour of **GOA NATURAL GAS PVT. LTD.**, North Goa. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form of irrevocable Bank guarantee shall be in the Format F-4, provided in the bidding document.

18.14 Bank details of GNGPL are as 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

18.15 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 53 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD.

18.16 MSEs (to whom EMD exemption is allowed as per extant guidelines in vogue) is required to submit Declaration for Bid Security in bid as per Annexure-I.

19.0 PRE-BID MEETING

- 19.1 The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at the venue stated in IFB.
- 19.2 The purpose of meeting will be to clarify issues related to tender on any matter that may be raised at that stage.
- 19.3 The bidder is requested, requiring any clarification of the Bidding Document may notify GNGPL in writing or by e-mail at mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 19.4 GNGPL will respond in writing to any request for clarification of the Bidding Document, which it receives before the Pre-Bid Meeting date. Written copies of GNGPL response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites before the bid due date.
- 19.5 In case Pre-Bid meeting is not applicable, bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach GNGPL at least 10 days before the Bid due date.
- 19.6 Any addendum/corrigendum/ clarification to the bidders query thus issued shall be part of the bidding documents pursuant to ITB clause 10.0 and shall also be hosted on the website as defined in clause no. 10.1, above and will be informed to bidders as per clause 10.2 above.
- 19.7 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

20.0 FORMAT AND SIGNING OF BID

- 20.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 20.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 20.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

21.0 ZERO DEVIATION

- 21.1 Bidder to note that this is a ZERO deviation bidding document. Owner/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Condition of Contract (GCC-Works), Special Condition of Contract (SCC), Instruction to Bidders (ITB), Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bids with any deviation to the bid conditions shall be liable for rejection.
- 21.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:
- i. Firm prices

- ii. Bid Security/ EMD as per Form F-4 or MSE Exemption Certificate along with Declaration as per Annexure-I.
- iii. Scope of work
- iv. Specifications
- v. Price schedule
- vi. Delivery / Completion Schedule.
- vii. Period of validity of bid
- viii. Price Reduction Schedule (PRS)
- ix. Performance Bank Guarantee (PBG) / Security Deposit
- x. Guarantee of Material/ Work
- xi. Arbitration / Resolution of dispute
- xii. Force Majeure
- xiii. Applicable laws
- xiv. Payment terms
- xv. Submission of prices in un-priced /technical bid
- xvi. Any other condition specifically mentioned in the tender documents elsewhere that non- compliance of the clause leads to rejection of the bid.

22.0 E-PAYMENTS

Payments to suppliers and Contractors shall be done electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-banking / RTGS / NEFT mode.

23.0 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES –

23.1 NOT APPLICABLE

C. SUBMISSION OF BIDS

24.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

25.0 DUE DATE AND TIME OF BID SUBMISSION

- 25.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 25.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for

the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

26.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

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

27.0 MODIFICATION AND WITHDRAWAL OF BIDS

27.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

27.2 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in rejection of bid and also the bidder's banning/ putting on holiday list pursuant to GNGPL's holiday/banning Policy.

27.3 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

27.4 In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GNGPL shall ban/ put on holiday. Such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per tender documents.

D. BID OPENING AND EVALUATION

28.0 BID OPENING

28.1 Un-Priced bid opening shall take place after 1500 Hrs of stipulated date of bid submission. Bidder who has submitted their bids and shall be asked to join the Un-Priced Bid opening through Video Conference. Meeting ID shall be communicated.

28.2 Bidder shall be required to submit an authorization letter of the authorized person via E-mail separately.

29.0 CONFIDENTIALITY

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

30.0 CONTACTING THE OWNER/CONSULTANT

30.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.

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

31.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required Earnest Money.
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-31.2"

31.2 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.

31.3 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.

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

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

32.0 PRICE BID OPENING

The bids which are found to be techno-commercially acceptable shall be considered for the opening of priced bids.

33.0 ARITHMETIC CORRECTIONS

VOID

34.0 CONVERSION TO SINGLE CURRENCY

NOT APPLICABLE

35.0 EVALUATION AND COMPARISON OF BIDS

35.1 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.

- 35.2 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.
- 35.3 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 35.4 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.
- 35.5 In case, there is discrepancies observed in unit rate and total amount for any item in SOR, the unit rate shall be considered for evaluation and price bid analysis.
In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job/contract for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof, Goa Natural Gas Pvt. Ltd. Shall forfeit earnest money (IF APPLICABLE) paid by the bidder and such bidders shall be debarred from participation in tendering for the period of 6 months.

E. AWARD OF CONTRACT

36.0 AWARD OF WORK

- 36.1 The Owner/ Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on overall basis to GNGPL and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 36.2 It is proposed to hire 1 nos. of contractor. However, GNGPL reserves right to award more bidder of same or negotiated rates.
- 36.3 Owner also reserves the right to negotiate the quoted prices before award of work.

IN CASE AFTER PRICE BID OPENING THE LOWEST EVALUATED BIDDER (L-1) IS NOT AWARDED THE JOB FOR ANY MISTAKE COMMITTED BY HIM IN BIDDING OR WITHDRAWAL OF BID OR VARYING ANY TERM IN REGARD THEREOF LEADING TO RETENDERING, GNGPL SHALL FORFEIT EARNEST MONEY PAID BY THE BIDDER AND SUCH BIDDERS SHALL BE DEBARRED FROM PARTICIPATION IN RETENDERING OF THE SAME JOB(S) / ITEMS(S).

- 36.4 Further, such bidder will be put on holiday for a period of six months after following the due procedure as per GNGPL policy of Performance Evaluation.

37.0 SPLIT OF WORK- Not Applicable

38.0 OWNER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

39.0 The Owner/Consultant 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 the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/Consultant's action.

NOTIFICATION OF AWARD

40.0 Prior to the expiration of period of bid validity GNGPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.

40.1 The Progressive Delivery / Completion period, as the case be, shall commence from the date of notification of award / Fax of Acceptance (FOA).

40.2 The notification of award / Fax of Acceptance (FOA) will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 41.0 of ITB.

41.0 CONTRACT AGREEMENT

41.1 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/Consultant and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Owner/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.

41.2 The Contract document shall consist of the following:

- a) Original Bidding Document along with its enclosures issued.
- b) Amendment/Corrigendum to original Bidding Document issued, if any.
- c) Fax of Acceptance.
- d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.

41.3 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents.

41.4 The Contract Agreement is to be executed on the non-judicial paper of GOA of an appropriate value (the cost of stamp paper shall be borne by the Contractor).

41.5 In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the bid security shall be forfeited and as per the Bid Security declaration (Annexure-I) bidder shall be put on banning/ holiday list and the acceptance of the tender shall be considered as cancelled. The above is without prejudice to the other rights of GNGPL.

42.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE-(Not Applicable)

42.1 5% of Total Order value within 30 days of issuance of Fax of Acceptance / Notification of Award

OR

42.2 Initial security deposit (ISD) @ 2.5% of total Order value within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total

amount of security deposit (including ISD and deducted amount) reaches 5% of total Order value .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).

42.3 The contract performance bank guarantee shall be valid 03 (three) months beyond the expiry of defect liability period.

42.4 The Performance Guarantee shall be in 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).

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

42.6 However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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.

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

42.8 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, the bid security shall be forfeited and also putting on banning/ holiday list as per bid security declaration (Annexure-I)) and any such remedy the Owner may take under the Contract pursuant to Clause 34.0 of GCC- Works.

42.9 There is exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

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

43.1 Refer Attachment-I.

44.0 WAIVER OR TRANSFER OF THE AGREEMENT

44.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

45.0 ORDER OF PRECEDENCE

45.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract — Works. Where any portion of Special Conditions of Contracts and General Conditions of Contract — Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract — Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract — Works.

46.0 UNSOLICITED POST TENDER MODIFICATIONS

46.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by GNGPL . Similarly, no revision in quoted

price shall be allowed should the deviations stipulated by him are not accepted by GNGPL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

48.0 Termination of contract

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Attachment-I. The Period of Holiday mentioned in GCC clause no. 32.0 (C) shall be superseded by the period mentioned in GNGPL's Holiday/Banning policy.

48.1 INTEGRITY PACT

48.2 GNGPL as one of its endeavour 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.

48.3 Considering the above, the details mentioned in Bid documents are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

48.4 The attached copy of the Integrity Pact at Annexure- II 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.

49.0 COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

- a) 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.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counter parts.
- c) The counterparty will not pass GNGPL's confidential information to any third party unless specifically authorized by GNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) 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.
- f) The Counterparty shall not make any false or misleading allegations against GNGPL or its associates.

50.0 VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, they may be blacklisted/banned from the GNGPL business in future.

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

51.0 VOID {INDEPENDENT EXTRNAL MONITORS (IEMS)}

52.0 CORPORATE / NON- CORPORATE ENTITY

52.1 The bidder shall submit an Undertaking as per Format F-1 declaring their status as Corporate / Non- Corporate Entity.

53.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE

Preference shall be given to MSE bidder as per Public Procurement policy for MSE order 2012 and further amendments.

54.0 PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment

Bidders to provide duly signed & stamped forms under **ANNEXURE-III** as per format enclosed in the Tender.

55.0 REASON FOR REJECTIONS OF BIDS

55.1 Bidders if so desires, may seek in writing the reasons for rejection of their bid, to which GNGPL shall respond quickly.

56.0 REQUIREMENT OF PAN NO.

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

56.2 Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to

submit declaration in Form 60 along with invoice/ bill for each transaction.

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

GNGPL's PAN no. is AAGCG6904Q

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

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

58.0 The Vendors/ Suppliers / Contractors / Bidders / Consultants understands and agrees that in such cases where Vendors/ Suppliers / Contractors / Bidders / Consultants has been banned (in **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY**

58.0 While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Schedule Castes and weaker sections of the society also in order to have a fair representation of these sections.

59.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

59.0 INAM-PRO FOR PROCURMENT OF CONSTRUCTION MATERIAL LIKE CEMENT WITH A VIEW TO REDUCE EXECUTION DELAYS ON ACCOUNT OF SUPPLY SHORTAGE

60.0 SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

61.0 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.

DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

62.0 GNGPL shall follow GAIL Gas framed the Conciliation Rules 2013 in conformity with supplementary to Part — III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said

rules made available on GAIL Gas web site www.gailgas.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013. terms of aforesaid procedure) from the date of issuance of such order by GNGPL, such decision of GNGPL shall be final and binding on such Vendors/ Suppliers / Contractors / Bidders / Consultants and the “Arbitration clause” in the GCC and other” CONTRACT DOCUMENTS” shall not be applicable for any consequential issue / dispute arising in the matter.

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.

- 62.1 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 62.2 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirm in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 62.3 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 62.4 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 GAIL Gas Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 62.5 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.
- 62.6 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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

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

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

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

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

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or 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-II**.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

Note:

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1.1 Special Conditions of Contract shall be read in conjunction with the Scope of Work, General Conditions of Contract, specifications of work, drawings and any other document forming part of this contract wherever the contract so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancy or variations in the Special Conditions of Contract and are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 Whenever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do at his own cost and the Contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian & International Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in-charge And the CONTRACTOR shall plan and execute work accordingly.
- 1.7 It shall be presumed that the prospective bidders have understood the quantum and type of jobs To be carried out under this contract. However bidders may visit GNGPL for further details/clarifications required, if any.
- 1.8 All the jobs mentioned under S O R shall be carried out as per the work procedure, Documentation, recommendations of the manufacturer and as per guidelines / directions of EIC or his authorized representative to contractor's representative from time to time. In general, the work performed by the contractor shall conform to relevant standards and sound engineering practices. All Safety procedures must be followed and PPE's must be used during the execution of work by contractor and at no instance safety should be compromised.
- 1.9 As per instruction of EIC, Necessary spare parts for the instruments/equipment's will be supplied by GNGPL and Damaged spare parts are required to be returned to the EIC. No compensation will be offered to the contractor for loss of time/idle hours of manpower due to non-availability of spares. In cases of emergency GNGPL may ask the Contractor to arrange for common spares/consumables cost of which shall be reimbursed as per relevant para of GCC.
- 1.10 Contractor has to ensure the safety of man and machine all the times. Damage of equipment's Due to bad workmanship / negligence will be recovered as per the decision of EIC, which will be final.

- 1.11 The SOR quantity mentioned against each job is tentative and total value may vary as per Actual quantity executed.
- 1.12 Regarding work completion the decision of the Engineer-in-charge shall be final.
- 1.13 Safe custody of Valve/Spares issued by GNGPL for carrying out necessary Jobs shall be the responsibility of the contractor. Its contractor responsibility of any damage/loss of Valves/spares issued by GNGPL /any other item from theft/pilferage/damage due to unforeseen circumstances when these items are in custody of the contractor.
- 1.14 The contractor shall ensure that the equipment to be attended is dismantled carefully without Damaging to any part/parts etc. However, if there is any such damage before dismantling of the equipment, the same is to be informed to EIC within 2 hours.
- 1.15 The dismantled parts of the equipment are to be kept in a clean place covered properly and the custody of the parts/equipment from damage, theft, pilferage is the responsibility of the contractor.
- 1.16 The recovery in respect of any spare that is damaged due to negligence on the part of Contractor shall be done at the rates mentioned in the price catalogue of the manufacturer or any other source plus overheads also.
- 1.17 The work executed shall be to the satisfaction of Engineer-in-charge and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
- 1.18 No other payment should be payable other than schedule payment to the contractor as per tables of SOR.
- 1.19 EIC (or his representative) shall approve the quality of all the materials used by contractor from time to time.
- 1.20 The rates quoted by the bidder must be inclusive of all the taxes, duties and any other levies, employers share of PF & insurance charges, contractors profit, cost of providing tools and consumables (as defined in Scope of work) and any other expenditure etc.

1.21 Payment terms:

Payment against the RA bill shall cover 100% of the consumed SOR quantity.

Payment will be made based on the SOR quantity consumed during each Service Engineer visit, with an RA bill generated monthly.

No mobilization cost or additional man-days for travel time will be provided.

Payment is based on joint measurements taken by the contractor and site in charge, and certified by the engineer in charge.

The site engineer will check 100% of measurements for completed work.

1.22 Validity of contract: Rates quoted in this contract will be valid for two years.

1.23 Performance of the contractor will be reviewed at the end of one year and if performance is found unsatisfactory the contract can be terminated.

1.24 The contractor shall Visit/collect the valves from various locations as per instruction of EIC. They will test, service, calibrate and install back the valve at the time of maintenance itself.

1.25 If any spare part is required for rectifying the damaged Valves then the contractor will inform EIC about the same. GNGPL shall arrange to supply the spares or request contractor to arrange for the same on chargeable basis.

1.26 The Contractor shall be registered under GST (goods and service tax) and the registration number shall be mentioned in the invoices. PAN has to be intimated by the contractor.

1.27 Taxes:

1.27.1 The responsibility of payment of GST (goods and service tax) shall be of the bidder and same shall be reimbursed by GAIL Gas.

1.27.2 The bidder shall also furnish copy of GST registration along with the offer wherever GST is applicable. Alternatively bidder shall furnish the same within one month from the date of issue of Letter of Award or along with invoice whichever is earlier.

1.27.3 In case of statutory variation in GST during currency of contract, the BIDDER shall submit copy of Government notification to evidence the rate as applicable on the date revision.

1.27.4 Claim for payment of statutory variation in GST, should be raised within two months from the date of issue of Govt. Notification for the payment of differential GST. In case such claim is not raised within specified period of two months, claim of differential GST may not be entertained for payment of arrear, however, GST with revised rate shall be paid for balance duration of contract (i.e. from the date of bringing into notice of GAIL Gas Limited).

1.28 Contractor will ensure compliance of all statutory rules, regulation and laws i.e contract labour (R&A) Act 1970, Employee PF & Misc. Prov. Act 1952, ESI Act 1948, Factories Act 1948, Industrial Dispute Act 1947, Minimum Wage Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Payment of Wages Act 1936 and other latest applicable acts etc. The Contractor will also ensure submitting of required returns to the authorities concerned and keep all registers (as required) ready at all time for inspection by GNGPL or authorized outside statutory authority.

1.29 Contractor to ensure compliance of all applicable labour laws as mentioned in GCC & SCC, which are also part of this contract.

1.30 **Penalties and Deductions:**

Penalty for Material:

If the quality of the material provided does not meet the required standards, a penalty will be imposed. The penalty amount will be deducted from the payment based on the rates specified in the Schedule of Rates (SOR).

Penalty for Workmanship:

If the quality of workmanship is not in compliance with the applicable laws, regulations, or site-specific requirements, penalties may be imposed for the deviation from the required standards.

Penalty for Unavailability of Tools and Tackles:

In case the necessary tools, tackles, or equipment are not available on-site as required, a penalty of Rs. 1,000 per day will be charged for each day the tools or equipment are missing.

1.31 Mobilization Period:

Mobilization period shall be within 1 week from the intimation of EIC.

1.32 BONUS FOR EARLY COMPLETION:

Bonus for early completion is not applicable for this tender.

- 1.33 Contractor should have valid "Permanent EPF Account" under RPFC and ESIC in its name. Wherever ESIC is not available, the same shall be governed by "Workmanship Compensation Act". Documentary proof(s) of "Permanent EPF Account" and ESIC/Workmanship Compensation Act [Prior to commencement of work, in case of award] must be submitted.
- 1.34 EXTENDED STAY COMPENSATION: Not applicable
- 1.35 In case of accident, injury and death caused to the employee of Contractor while executing the Work under the contract, Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GNGPL from all such liabilities.
- 1.36 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Gas Installations. If found under the influence of above, the owner/ GNGPL will terminate the contract immediately and may refer the case to police.
- 1.37 Contractor hereby agrees to indemnify owner/ GNGPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/GNGPL.

SCOPE OF WORK

Scope of Work (SOW) for Online Steel Valve Maintenance in Charged Steel Network of GNGPL

This Scope of Work (SOW) defines the requirements for the maintenance and repair of steel valves in the GNGPL Steel Network to ensure continuous, safe, and reliable operation. This document will serve as a guideline for the tender process, ensuring that all contractors understand the scope, objectives, and responsibilities associated with maintaining online steel valves in the GNGPL Steel Network.

1. Objective

The purpose of this contract is to maintain, inspect, repair, and test steel valves across the online steel valves in the GNGPL Steel Network. This includes mitigates gas leaks, ensuring system integrity, improving valve performance, and extending valve operational life, all while adhering to strict safety and regulatory standards.

2. Scope of Services

The services shall cover comprehensive maintenance and repair activities on all online steel valves within the GNGPL Steel Network, including but not limited to the following areas:

2.1. Inspection and Testing

- **Visual Inspection:** Inspect each valve for visible signs of corrosion, mechanical wear, physical damage, or other abnormalities.
- **Operational Testing:** Test valve operation, checking for proper opening, closing, and smooth movement across all positions.
- **Torque Testing:** Measure the torque required to operate each valve, ensuring it meets operational standards without excessive force.
- **Documentation:** Record the condition of each valve, including findings from inspections and tests, and document any issues identified and submit the report for the same.

2.2. Preventive Maintenance

- **Maintenance:** Address all valve-passing issues, leakages in valve fillings/body, and resolve valves that are jammed or hard to operate.
- **Lubrication:** Apply appropriate lubricants to valve components as recommended to reduce friction and ensure smooth operation.
- **Sealant and Cleaner Application:** Apply cleaner and sealant as needed for online steel valves, in coordination with the site in charge and as approved by the GNGPL authority/EIC.
- **Bolt and Fitting Adjustment:** Tighten or replace bolts, nuts, and fittings to prevent leaks and maintain valve integrity.
- **Corrosion Protection:** Apply corrosion-resistant coatings and treatments to exposed metal surfaces as required by site conditions.
- **Valve Body Cleaning:** Clean external surfaces of each valve to remove dirt, grime, and residues that could hinder operation or inspection.
- **Equipment Compliance:** All equipment, cleaners, and sealants must meet CGD steel valve specifications and be pre-approved by the GNGPL authority/EIC.

- **Calibration and Adjustment:** Re-calibrate and adjust valves as needed after maintenance or repair to meet operational standards.
- **Contingency Planning:** Develop a plan for immediate valve isolation, repair, or replacement in emergencies to minimize risks to personnel, property, and the environment.
- **Documentation and Reporting:** Maintain detailed records of all inspections, tests, maintenance, repairs, and consumables (such as cleaner and sealant per SOR) for each valve, including dates and personnel involved.
- **Incident Reporting:** Document any critical issues encountered during maintenance, including emergency repairs and actions taken.
- **Compliance Documentation:** Provide evidence of compliance with all relevant safety, environmental, and regulatory standards for CGD operations.
- **Tools and Equipment:** The contractor is to supply all necessary tools, equipment, and machinery for maintenance and repair, ensuring all equipment is calibrated, certified, and meets CGD standards.
- **Safety Equipment:** The contractor must provide adequate safety equipment, including PPE and gas detection devices, for all personnel on-site.
- **Qualified Technicians:** The contractor must provide certified technicians trained in valve maintenance and repair in gas distribution networks.
- **Certification and Training:** Personnel must hold up-to-date certifications and undergo regular safety and operational training.
- **Safety Compliance:** All personnel must adhere to CGD health, safety, and environmental (HSE) protocols and use necessary PPE at all times.

3. Health, Safety, and Environmental (HSE) Compliance

- **HSE Protocols:** The contractor must adhere to all CGD network HSE requirements and any applicable national standards.
- **Risk Assessment:** Conduct pre-maintenance risk assessments for each site, identifying potential hazards and necessary control measures.
- **Gas Leak Prevention:** Implement measures to prevent accidental gas leaks during maintenance activities.
- **Waste Disposal:** Follow CGD and environmental guidelines for the disposal of waste materials, including lubricants, seals, and any replaced parts.

4. Deliverables

The contractor must provide the following:

1. **Inspection Reports:** Detailed reports for each valve, documenting inspection findings, test results, and condition status.
2. **Maintenance Logs:** A log of all maintenance actions, including dates, personnel, and details of work performed.
3. **Repair and Consumable Items Summary:** A summary of repairs and consumables used, including parts and any issues addressed.
4. **HSE Compliance Report:** A report on adherence to safety, environmental, and regulatory standards during each maintenance cycle.

- 5. **Final Project Report:** A comprehensive summary upon completion of the maintenance contract, highlighting work conducted, major findings, and future recommendations.

5. Acceptance Criteria

- **Functional Verification:** All valves must meet operational specifications following maintenance.
- **Documentation Completion:** All required documentation must be submitted, reviewed, and approved by CGD's authorized representative.
- **Quality of Workmanship:** The quality of work must meet CGD standards for safety, reliability, and efficiency.

6. Schedule of Rates Description

- **Note:** Payment for any job will be processed under a single SOR item only for the specified job scope. Additional payment claims for other SOR items for job completion are not allowed. The rate for each item covers all expenditures related to the completion of the job, with no additional payments.
 - **SOR No. 01:** The scope includes preventive maintenance activities, addressing all valve-passing issues, including all charges for P&F, courier, and gun hire (EA handgun or air-operated gun) for valve filling/body leakage and for jammed or hard-to-operate valves at various North Goa GA locations.
 - **SOR No. 02 & 03:** The contractor shall supply all consumables required during preventive maintenance and resolution of valve-passing issues, leaks, and jammed or hard-to-operate valves. These consumables must be approved by the site in charge and the GNGPL authority/EIC.

7. Duration of Contract/Completion Schedule

- The contract shall be valid for 2 years from the date of Contract/LOA, on the same rates and terms at GNGPL's discretion.

8. Payment Terms

- Payment against the RA bill shall cover 100% of the consumed SOR quantity.
- Payment will be made based on the SOR quantity consumed during each Service Engineer visit, with an RA bill generated monthly.
- No mobilization cost or additional man-days for travel time will be provided.
- Payment is based on joint measurements taken by the contractor and site in charge, and certified by the engineer in charge.
- The site engineer will check 100% of measurements for completed work.

9. Training Sessions

- Two free web-based training sessions for operators on equipment use during valve maintenance shall be provided if required.
- On-site training and hands-on demonstrations will also be provided during the contract period.
- No additional payment will be provided for training sessions.

Note: Any deviations from the above scope must be approved in writing by the GNGPL authority/EIC prior to implementation. Any deviations during the contract maintenance period are subject to the final, binding, and conclusive decision of the EIC GNGPL.

ATTACHMENT-I

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

Introduction:

In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

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.

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "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 improper 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.

"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, during execution of contract, 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.

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

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

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

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

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

Further, the Contract Performance Guarantee 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.

Period of Banning

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/ banning list of 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 (pertaining to BEC of tender) /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:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GNGPL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

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

C. Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

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.2 If an agency is put on the Banning List during tendering and no irregularity is

found in the case under process:

- C.3** after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
- C.4** 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.5** after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1** The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2** During the period of suspension, no new business dealing may be held with the agency.
- D.2.3** Period of suspension will 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.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 Suspensionlist 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, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that

- a. neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and
- b. bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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

Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

ANNEXURES:

- I. **ANNEXURE-I: DECLARATION OF BID SECURITY / EMD CORRUPT/FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES (Not Applicable)**
- II. **ANNEXURE-II: UNDERTAKING FROM BIDDER WHICH SHARES LANDBORDER WITH INDIA**
- III. **ANNEXURE-III: POLICY FOR PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**

Annexure - I

DECLARATION OF BID SECURITY / EMD
(on Bidder's Letter Head)

To,

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

Tender No:

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 blacklist / holiday list / information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises (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 GNGPL during the period of bid validity:

i. fail or refuse to execute the Contract, if required, or

ii. fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

c. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,

M/s Goa Natural Gas Pvt. Ltd.

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

Colony Behind Patrakar Colony, PORVORIM Goa -

403521

SUB: _____

TENDER NO: _____

Dear Sir

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

- (i) Not from such a country []
- (ii) If from such a country, has been registered [] with the Competent Authority.
(Evidence of valid registration by the
Competent Authority
shall be attached)
(Bidder is to tick appropriate option (☐ or X) above).

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Goa Natural Gas Pvt. Ltd. (GNGPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

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

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012. REFER EXAMPLES GIVEN BELOW):**

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as perfollowing procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iv. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II-local supplier' as well as 'Non- local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered

quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- 7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

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

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

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

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

25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MIIL2

bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%) L4 bidder is MSE bidder (within 15%)

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

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self- certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form- 2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

c. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

d. In case of false declarations, GNGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for

procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraphg below.

- f. The Department of Expenditure shall issue suitable instructions for the effective andsmooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-
 - ii. Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some othermanner;
 - iii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment ismaintained and displayed on website(s);
 - iv. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- i. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

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

To,

M/s Goa Natural Gas Pvt. Ltd.

C/O RAJAN VILLA, Plot No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

PPP-MII-FORM-2

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

To,

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

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (***Name of Bidder***) confirm that as per the definition of policy we are

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (☐) above).

It is further confirm that M/s_ (***Name of Bidder***) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of %.

The details of the location (s) at which the local value addition is made is as under:

.....

.....

.....

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

To,

M/s Goa Natural Gas Pvt.
Ltd.C/O RAJAN VILLA, Plot
No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

SUB:
TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (☐) above).

It is further confirm that M/s _____(***Name of Bidder***) quoted vide offer No. _____dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of % .

Name of Audit Firm: [Signature of Authorized

Signatory] Name:

Date: Designation:

Seal:

Membership no.

Note:

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

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

- 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 Quality parameter 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.**

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

(c) **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.

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

(e) 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 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 may be 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

para 4.0.

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

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 Quality parameter 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

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) ofGCC-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

Contractor/ Consultant shall also be uploaded on the GAIL's Gasintranet.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/ Proposal for Price Bid Opening** so that delivery/ execution may be 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) 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 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

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

*** Instructions for allocation of marks**

1.1 DELIVERY/COMPLETION PERFORMANCE (40 marks)

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

1.2 QUALITY PERFORMANCE (40 marks)

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

1.3 PERFORMANCE (20 marks)

A	FOR WORKS/CONTRACT	
1	Submission of order acceptance, agreement, PBG, drawings and other document on time	4 marks
2	Mobilization of resources as per contract and in time	4 marks

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

SECTION-V FORMS & FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
F - 1	BIDDER'S GENERAL INFORMATION
F - 2	BID FORM
F — 3	LIST OF ENCLOSURES
F - 4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F - 5	LETTER OF AUTHORITY
F - 6	NO DEVIATION CONFIRMATION
F - 7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F - 8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F - 9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F - 10	AGREED TERMS & CONDITIONS
F - 11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F - 12	UNDERTAKING ON LETTERHEAD
F - 13	BIDDER'S EXPERIENCE
F - 14	CHECK LIST
F - 15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F - 16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F - 17	FORMAT FOR CONSORTIUM/JV AGREEMENT – NOT APPLICABLE
F - 18	BIDDER'S QUERIES FOR PRE-BID MEETING
F - 19	E-BANKING FORMAT
F - 20	INTEGRITY PACT WITH ANNEXURE-1 & ANNEXURE- 2
F - 21	DETAILS OF PROPOSED ORGANISATION

F-1
BIDDER'S GENERAL INFORMATION

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

TENDER NO:

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	_____ (Country Code) (Area Code) (Telephone No.)
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}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Registration Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
22	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit documents as specified it ITB)
23	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name

F-2
BID FORM

To,

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

SUB:

TENDER NO:

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 (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 fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

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

SUB:

TENDER NO:

Dear Sir,

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

1.
2.
3.
4.
5.
6.

Note:

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

Place:
Date:

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

F-4
FORMAT FOR PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID
SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

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

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No. _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

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

We, _____ the _____ Bank _____ at _____ having _____ our _____ Head _____ Office _____ (Local Address)

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

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

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

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No. _____

Date:

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB"
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.
7. Bank Guarantees towards EMD/Bid Bond 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 and from any reputed International Bank or Indian scheduled bank in case of foreign bidder may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head.

F-5

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,

M/s Goa Natural Gas Pvt. Ltd.

C/O RAJAN VILLA, Plot No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Unpriced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GNGPL. F-6

"NO DEVIATION" CONFIRMATION

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

SUB:

TENDER NO:

Dear Sir,

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

Place:
Date:

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

F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT
RECEIVERSHIP

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

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

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

SUB:

TENDER NO:

Dear Sir,

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

_____”, the following Certificate shall be automatically enforceable:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

PERFORMANCE GUARANTEE No.

Date:

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

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 LOA/FOA No.
_____ dated _____ for Goa Natural Gas Pvt. Ltd. Plot No. 33, Rajan
Villa, Journalist Colony, Porvorim, North Goa, Goa- 403521

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs.

_____ (Rupees _____) as full
Contract

Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance
Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to
indemnify GNGPL, in case of default.

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

1. We _____ hereby
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by
M/s.

_____ in performing any of the terms and conditions of the tender
or in payment of any money payable to GNGPL we shall on first demand pay without demur, contest,
protest and/ or without any recourse to the contractor to you in such manner as you may direct the
said

amount of Rupees _____ only or such portion thereof not exceeding the
said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GNGPL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by 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.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Goa Courts.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under

the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "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.
5. Bank Guarantee towards Performance and Advance Payments is required to be submitted 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head.

F-10
AGREED TERMS & CONDITIONS

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

SUB:

TENDER NO:

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.a	Rate of applicable GST%
4.b	Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC)	
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.	Bidder confirms that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for 3 MONTHS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
13.	Bidder have furnished EMD/Bid Security Declaration (as applicable)	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Tender documents.	
15.	Confirm that Annual audit Reports for the last three financial years are furnished alongwith the Un-priced Bid.	Please refer ITB
16.	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.	
17.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GNGPL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

SUB:

TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission

bid _____

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

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

SUB:

TENDER NO:

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s.

..... (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".

Place:
Date:

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

F-13 BIDDER'S EXPERIENCE

Sl No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designati on and address of Engineer/ Officer-in- Charge (for cases other than purchase)</i>	Value of Contract/Or der (<i>Specify Currency Amount</i>)	Date of Commence ment of Services	Schedule d Completi on Time (Months)	Date of Actual Completi on	Reason s for delay in executio n, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

Place:
Date:

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

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

(To be provided on Bank's letter head)

Ref:

Date:

To,

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

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

F-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:
Signatory] Chartered Accountant

Date:

Seal:

Membership no.

UDI No.

[Signature of Authorized
Name:

Designation:

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:

- **(Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
- **Working Capital** shall be “Current Assets less Current liabilities” and
- **Net Worth** shall be paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any
- Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
- This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-17

**FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONSORTIUM/JV AGREEMENT

(Not Applicable)

F-18

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s Goa Natural Gas
Pvt. Ltd. C/O RAJAN
VILLA, Plot No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

Sub :

Tender No :

SL	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GNGPL'S REPLY
	Sec No.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and/or also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

INTRODUCTION:

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

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

The attached copy of the **Integrity Pact at Annexure- 2** shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

FORM-20 (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.

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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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 (iv) 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.

FORM-20 (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/

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

Section 1 – Commitments of the Principal

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.

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

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

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

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

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.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

1. 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.
2. 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

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.

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.

The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

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.

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

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.

The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

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.

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.

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.

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.

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.

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.

Monitor shall be entitled to compensation by the Principal.

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.

The word 'Monitor' would include both singular and plural.

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.

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.

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

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.

Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

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)
Designation) For the Principal

(Name &
For the Bidder/Contractor

Place-----

Witness-1:-----

Date-----

Witness-2:-----

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GNGPL /

dated -----

Contract Agreement for the work of-----of GOA NATURAL GAS PRIVATE LIMITED

made on ----- between (Name and Address)-----

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

WHEREAS

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

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the

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

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

AND WHEREAS

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

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

1. 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.
2. 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

3. 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'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

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

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

GOA NATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS GOA NATURAL GAS PRIVATE LIMITED (hereinafter referred to as GNGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at C/O RAJAN VILLA, Plot No. 33, Goa Housing Board Colony, Behind Patrakar Colony, PORVORIM, Goa -403521 has entered into a CONTRACT with

..... _ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for

..... on the terms and conditions as set out, inter-alia, in the CONTRACT No.....
Dated..... and various documents forming part

thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

i. GNGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GNGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii. As a pre-condition to the supply of the said materials by GNGPL to the CONTRACTOR, GNGPL has required the CONTRACTOR to furnish to GNGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

iii. NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GNGPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GNGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GNGPL forthwith on demand in writing without protest or demur the value as specified by GNGPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GNGPL's Cost and expenses (Inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. (Rupees).

AND THE CONTRACTOR hereby agrees with GNGPL that:

i. This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GNGPL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

- ii. This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GNGPL in terms of hereof.
- iii. The mere statement of allegation made by or on behalf of GNGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GNGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv. The amount stated in any notice of demand addressed by GNGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GNGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GNGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Official seal of the CONTRACTOR

Place:

Dated:

SECTION – VI SCHEDULE OF RATES (SOR)
(Attached Separately)