



GOA NATURAL GAS PVT. LTD.

{A Joint Venture of Bharat Petroleum Corporation Limited (BPCL) & GAIL GAS Limited}

TENDER FOR PROCUREMENT OF CNG PROVER KIT FOR NORTH GOA GA

Tender No : GNGPL/C&P/2025/T-05 Dated 21/06/2025

(OPEN DOMESTIC COMPETITIVE BID)

COMMERCIAL VOLUME

(Volume I of II)

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SECTION - I

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1. **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. **BRIEF SCOPE**

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. The main scope of work is to supply Prover Kit as per technical specification, scope of work etc. as per SOR.

3. **CONTRACT PERIOD & DELIVERY PERIOD**

Contract and delivery period shall be 10 weeks from date of issuance of LOA/ Purchase Order.

4. **BID VALIDITY**

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

5. **BIDDING PROCEDURE**

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:-

- i. 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.
- ii. GNGPL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.
- iii. 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>)
- iv. Bidders are advised to complete the registration on e-tender portal (<https://www.tenderwizard.com/GNGPL>) prior to bid submission date.
- v. User manual for registration, bid submission etc. is available on tender wizard website of GNGPL at <https://www.tenderwizard.com/GNGPL>
- vi. In case of any queries regarding registration/bid submission etc. on tender wizard, bidder may contact following officials:
 - a. Dilip Pai.B Contact No.:- 8888636107 Email:- dilip@antaressystems.com
 - b. Kiran M.H Contact No.:- 9731468813 Email:- kiran.m@antaressystems.com

6. DETAILS OF BID DOCUMENTS

Sr. No	Description	Details
6.1	Name of Work / Brief Scope of Service /Job	PROCUREMENT OF CNG PROVER KIT
6.2	Tender Document Number	GNGPL/C&P/2025/T-05
6.3	Tender Document on Sale	21.06.2025 to 12.07.2025 upto 14:30 Hrs.
6.4	Pre-bid meeting date and venue	<p>Online Pre-Bid Meeting shall be held on 27/06/2025 at 15:00 Hrs. through video conferencing hosted by GNGPL.</p> <p>Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to GNGPL e-mail IDs latest by 25/06/2025 till 16:00 Hrs.</p> <p>Details for video conferencing (meeting ID, password, link etc.) will be intimated through e-mail.</p> <p>Bidders are requested to forward their pre-bid queries through email also latest by 18:00 Hrs on 25/06/2025.</p>
6.5	Bid Submission date and time	12.07.2025 up to 14:30 Hrs IST online on tender wizard website at https://www.tenderwizard.com/GNGPL
6.6	Un-Priced bid opening date and Time	12.07.2025 up to 15:00 Hrs IST online on tender wizard website at https://www.tenderwizard.com/GNGPL
6.7	Price bid opening date and Time	Date and time shall be intimated later
6.8	Address for submission of physical document	<p>S.Prabhakar (Manager) Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:sprabhakar@goanaturalgas.com/contracts@goanaturalgas.com Contact:- 9047494164</p>

DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from tender wizard website at <https://www.tenderwizard.com/GNGPL> for viewing/participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit tender wizard website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no.11.0 of ITB.

Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) Power of Attorney
- ii) EMD/ UDYAM Registration Certificate
- iii) GST/PAN

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 13.0 of ITB.

7. BIDDER EVALUATION CRITERIA (BEC)

7.1 TECHNICAL:-

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

- i) The bidder should have successfully executed contract(s)/ work order(s)/purchase order (PO) involving supply of CNG Prover kit in a single work order in preceding 7 (seven) years reckoned from bid due date for any City Gas Distribution Company.
- ii) Bidder should be either manufacturer of CNG Prover kit or Subsidiary/Authorized Distributor/ Dealer / Integrator/ Channel Partner of the manufacturer of CNG Prover kit.

7.2 FINANCIAL:-

i) Annual Turnover

The average annual turnover achieved by the bidder during the last 3 preceding financial years, shall be INR 5.01 Lakhs.

ii) Net Worth

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

iii) Working Capital

The minimum working capital of the bidder as per the immediately preceding financial year's audited financial results shall be INR 1.00 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-13) having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least for the working capital requirement as stated above.

***Note to BEC**

- i. 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/ fulfilling above BEC criteria 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 and challan 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.
- ii. If the manufacturer does not sell his products directly but through his dealer/ distributor/ subsidiary, he can authorize a single agency (*) to submit the bid. In such a case, the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to GNGPL. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.
- iii. Either Manufacture or its authorized supplier/dealer can participate against the tender. If the manufacturer and its authorized supplier both submit their bids, the bid submitted by the manufacturer only will be considered.
- iv. In case the bidder is executing a Rate Contract of above nature which is still running and the contract value executed till last day of the month previous to the one in which tender is invited is equal to or more than the minimum prescribed value mentioned in the BQC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

(*) The authorized agency can also supply Prover Kit on behalf of the manufacturer whose confirmation certificate and technical credentials were used during submission of the bid. However, one manufacturer can authorize only one single agency and a bidder can represent only one manufacturer. The authorized agency must provide documents demonstrating their supply of skid from the same manufacturer to qualify in technical BEC.

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.

iv) Bids may be submitted by

- a. Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST.
- b. Bidding through JV or in a consortium is not permitted.
- c. Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as Mentioned above.

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

BEC Clause No.	Description	Documents required for qualification
BEC -Technical		
7.3.1	Experience License/Certificate	(a) Copies of Purchase Order (P.O.) / Work Order (WO). (b) Completion Certificate / Execution Certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) / Invoices along with Inspection Release Note or Dispatch Clearance Note having reference of PO (i.e. PO No. & date) (c) Bidders are required to submit valid BIS License document or ISO certification document.
7.3.2	Certificate	In case the bidder is a sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house, then duly signed and stamped copies of the authorization certificates from the manufacturer to be submitted.
7.3.3	In case of rate Contract	(a) Copies of Contract/ Purchase Order (P.O.) / Work Order (WO). (b) Inspection Release Note of relevant previous supplies (having cross reference to P.O.) / Dispatch documents and copy of Invoices / Completion / Execution certificate issued by end user.
		Note having reference of PO (i.e. PO No. & date). d) Note: The Completion / Execution certificates shall have details like work order no. / date, brief scope of work, completion date / period of Execution as the case may be, executed quantity etc.
BEC – Financial		
7.3.5	Annual Turnover	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years. AND Certificate from Chartered Accountant for details of financial capability (F-14).
7.3.6	Net Worth	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year. AND Certificate from Chartered Accountant for details of financial capability (F-14).

7.3.7	Working Capital	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year.</p> <p>In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format F-13), having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC.</p> <p>Certificate from Chartered Accountant for details of financial capability (F-14).</p>
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7.4 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 / attested by Chartered Engineer and notary public with legible stamp.
Financial Criteria of BEC	<p>Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-14 duly signed and stamped by a chartered accountant with UDIN.</p> <p>Further, copy of audited annual financial statements submitted in bid shall be duly certified by chartered accountant 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>

8. BID SECURITY/EMD

Not Applicable

9. PRE-BID MEETING

9.1 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 Consultant via E-mail at least Two (02) days prior to pre bid meeting date.

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

9.3 Instructions to bidders for Pre-bid meeting through video conferencing

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.

10. GENERAL

- 10.1 GNGPL reserve the right to carry out capability assessment of the bidder including referral to in-house information.
- 10.2 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.
- 10.3 Bid document is non-transferable.
- 10.4 Bids received after stipulated last date and time, due to any reasons what-so-ever, will not be considered.
- 10.5 GNGPL will follow purchase preference policies as per prevailing guidelines of Government of India.
- 10.6 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.
- 10.7 Bids sent in physical form/ through Fax/ E-mail/ Computer floppy shall not be accepted.
- 10.8 GNGPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 10.9 Bidder shall send duly filled in "Acknowledgement Cum Consent letter" through return fax or latest be within 7 days of date of issue to contact person as mentioned in bid document.
- 10.10 This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

Contact details of owner is given below:

OWNER / PURCHASER

Chief Finance Officer,
M/s Goa Natural Gas Private Limited,
RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, Porvorim, Goa -403521

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A. INTRODUCTION

1.0 SCOPE OF BID

- 1.1 The Purchaser/ Owner/ Employer/ GNGPL as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "Supplier") shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - i. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - ii. 'Day' means 'Calendar Day'
 - iii. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 41.0 (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday'/ Banning List by GNGPL or Public Sector Project Management Consultant (like EIL, only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of GNGPL or banned/ blacklisted by Government department/ Public Sector on Due Date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

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

It shall be the sole responsibility of the bidder to inform GNGPL in case the bidder is put on 'Holiday'/ 'Banning List' by GNGPL or Public Sector Project Management Consultant (such as EIL, only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/Public Sector on due date of submission of bid and during the course of finalization of the tender.

Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per tender stipulation.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

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

It shall be the sole responsibility of the bidder to inform GNGPL/in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 41.0 of ITB

- 2.4 Bidder shall not be affiliated with a firm or entity:

- a) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services form a part of or
- b) That has been hired (proposed to be hired) by the Employer as an Engineer/

Consultant for the contract.

2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney

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

2.7.1 In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- i. In case of Proprietorship: by Proprietor
- ii. In case of Partnership: by all Partners or Managing Partner
- iii. In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- iv. In case of Public / Limited Company: POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO

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

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

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) clause no 7.0 of IFB of commercial Volume.

3.0 ONE BID PER BIDDER

3.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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

Alternative Bids shall not be considered.

Note: Further, the Details of Partner(s) / Proprietor / Power of Attorney holders of bidder are to be necessarily sought in Format for 'Bidder's General Information' in the tender document

4.0 COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, GNGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 4.2 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.

5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

6.0 SITE VISIT(If Required)

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The intending bidders shall be deemed to have visited the site and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Supply in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance
- 6.4 The Bidder shall not be entitled to hold any claim against GNGPL for non-compliance due to lack of any kind of pre-requisite information, as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid

B. BIDDING DOCUMENT

7.0 CONTENTS OF BIDDING DOCUMENT

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:

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

Volume II: Technical Volume

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8.0 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification of the bid documents may notify the GNGPL and / or the Consultant as the case may be, 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 / Consultant 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 response (including an explanation of the query but without identifying the source of inquiry) will be hosted on website tender wizard website at <https://www.tenderwizard.com/GNGPL> 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.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to in the format "F-15".

9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 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.
- 9.2 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 the on tender wizard website at <https://www.tenderwizard.com/GNGPL> 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.

- 9.3 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.
- 9.4 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 the tender wizard website at <https://www.tenderwizard.com/GNGPL> 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.
- 9.5 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.
- 9.6 Bidder's are advised to visit TENDERWIZARD website <https://www.tenderwizard.com/GNGPL> from time to time to get updated information / documents.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

11.0 DOCUMENTS COMPRISING THE BID

In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.

11.1 Techno-commercial / un-priced bid

- a. Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b. Bidders General Information', as per 'Form F-1
- c. Bid Form', as per 'Form F-2
- d. Copies of documents, as required in 'Form F-3
- e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted/ not quoted (as applicable) written against each group(s).
- f. Performa of "Bank Guarantee" For "Earnest Money / Bid Security" EMD/Bid security as per Form F-4 issued by Bank.
- g. Letter of Authority' on the Letter Head, as per 'Form F-5
- h. No Deviation Confirmation', as per 'Form F-6
- i. Bidders Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7
- j. Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8
- k. Agreed Terms and Conditions', as per 'Form F-9'
- l. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- m. Undertaking on the Letter head, as per the Form F-10.
- n. Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder as per the Form F-11.
- o. Any other information/details required as per Bidding Document
- p. All forms and Formats including Annexures.
- q. Tender Document shall sign by the Authorized Signatory.
- r. Additional document specified in IFB, ITB, GCC, Special Conditions of Contract (SCC), Scope of Supply, if any

- s. Integrity Pact as per Form F-17.
- t. Details of Quoted Scope as per Form F-21.
- u. Undertaking on letterhead regarding bidder sharing border with India as per Form F-22.
- v. MSE Exemption Certificate along with Declaration as per Form-23.
- w. Undertaking of Bidder for Purchase Preference as per Public Procurement (Preference to Make in India) as per Form F-24

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

11.2 Price Bid

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

12.0 BID FORM

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.

In two-part bidding as specified in IFB, Bidder shall furnish its bid on tender wizard website <https://www.tenderwizard.com/GNGPL> 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.

13.0 PRICE SCHEDULE / BID PRICES

Bidders shall indicate the following in the Price Schedule/SOR format.

- 13.1 Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 13.2 GST (CGST & SGST/UTGST or IGST) on the finished goods including transportation (which will be payable on the finished goods, if this Contract is awarded) and on supervision.
- 13.3 The material is required to be delivered through a reliable bank approved Road Transport Company.
- 13.4 Charges for incidental services, as per SOR, and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 13.5 It shall be the endeavor of the Purchaser to arrange transit insurance (refer bidding document for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 13.6 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 13.7 The delivery basis of the goods is mentioned in bidding document. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2020 or its latest version.
- 13.8 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product

- & on the incidental services shall be indicated in the specific Format, as provided in ITB and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 13.9 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 13.10 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- 13.11 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

14.0 TAXES AND DUTIES

- 14.1 Within the contractual delivery/ completion period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GNGPL's account. Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery/ completion period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser. The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 14.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 14.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 14.3 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 14.4 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 14.5 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GNGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 14.6 If input tax credit is not available to GNGPL for any reason not attributable to GNGPL, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by GNGPL to the Supplier.
- 14.7 The supplier shall mention the particulars of Goa Natural Gas Private Limited on the Invoice. Besides, if any other particulars of GNGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 14.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then,

that Supplier shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

14.10 However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.

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

14.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 13.0 and 14.0 of ITB.

Anti-profiteering clause

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.

15.0 BID CURRENCIES

Bidders must submit bid in Indian Rupees (INR) only.

16.0 BID VALIDITY

16.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by GNGPL as 'non-responsive'

16.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid, and their EMD shall remain valid in all respects.

17.0 EARNEST MONEY DEPOSIT/ BID SECURITY

17.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.

17.2 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 17.9.

17.3 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 Nationalized /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).

17.4 To enable the bidders to utilize online transaction option, Bank details of GNGPL is as specified at ITB clause 17.14 below.

17.5 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.

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

17.7 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.

17.8 The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 16 of ITB i.e. 5 (five) months beyond deadline for bid submission,

17.9 Any bid not secured in accordance with ITB clause 17.1 and 17.3 shall be rejected by GNGPL as non-responsive.

17.10 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 17.0.

17.11 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB clause 38.0 and furnishing the Contract Performance Guarantee pursuant to ITB clause 40.0.

17.12 The bid security may be forfeited:

17.12.1 If a bidder withdraws its bid during the period of Bid validity.

17.12.2 In case of a successful bidder, if the bidder fails:

- i. to accept the award in accordance with clause 38.0 of ITB or
- ii. to accept the arithmetic corrections pursuant to clause 31.0 of ITB and/or
- iii. in case of a successful Bidder, if the Bidder fails, within the specified period
 - a. to sign the Contract and
 - b. to furnish the performance guarantee in accordance with Clause 40.0 of ITB.

17.13 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.

17.14 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 34.0 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.

17.15 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 F-23.

17.16 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 PRE-BID MEETING

- 18.12** The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at the time and address/ video conferencing as specified in tender documents. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 18.13** The Bidder must submit their queries / clarifications to in the format “F-15”.
- 18.14** Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on, GNGPL website against the Tender. Any modification of the Contents of Bidding Documents listed in “ITB: Clause- 7.1”, that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to “ITB: Clause-9.0”, and not through the minutes of the Pre-Bid Meeting.
- 18.15** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

19 FORMAT AND SIGNING OF BID

- 19.12** 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 fulfilment by the person or persons signing the Bid.
- 19.13** The Bid shall contain no alterations, omissions, or additions, unless such corrections are fulfilment by the person or persons signing the Bid.

20 ZERO DEVIATION AND REJECTION CRITERIA

- 20.12** ZERO DEVIATION: Deviation to terms and conditions of “Bidding Documents” may lead to rejection of bid. GNGPL will accept bids based on terms & conditions of “Bidding Documents” only. GNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30.0 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GNGPL’ determination of a bid’s responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GNGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this “Tender Documents”, and submit all requisite documents as mentioned in this “Tender Documents”, failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 20.13** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Bid Security/ EMD as per Form F-4 / MSE Exemption (Udyam) Reg. Certificate along with Declaration as per Form-23.
 - (c) Specifications & Scope of Services

- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court k) Force Majeure & Applicable Laws
- (k) Payment terms
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non- compliance of the clause lead to rejection of bid
- (n) Submission of prices in unpriced/technical Bid

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

21 E-PAYMENT

- 21.12** Payments to Suppliers will be made electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 21.13** Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

D. SUBMISSION OF BIDS

22 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

22.12 The bidders are required to submit soft copies of their bid electronically on tender wizard website at <https://www.tenderwizard.com/GNGPL>. Below mentioned instructions are meant to guide the bidders for registration on the tenderwizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the tender wizard Portal. For more information, detailed guides and FAQs, bidders may visit the tenderwizard Portal <https://www.tenderwizard.com>

22.13 REGISTRATION PROCESS ON ONLINE PORTAL

- i. Bidder has to enroll on the e-Procurement module of the portal <https://www.tenderwizard.com/GNGPL> by clicking on the link “Vendor Registration”.
- ii. The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- iii. Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on “retrieve details” button on the Vendor Registration page.
- iv. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the tenderwizard Portal.
- v. Bidders will be asked to provide their refund bank account details. These details will only be used for Bid Security (if any) refund purpose only in case where Bid Security (if any) is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- vii. Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- viii. Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section “System prerequisites” below for details.
- ix. The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to twregdelhi@etenderwizard.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- x. Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.
- xi. Foreign bidders are advised to refer “DSC details for Foreign Bidders” on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

22.14 SYSTEM PREREQUISITES

22.14.1 Your system should have Java installed and configured for the portal before logging

in to your ID, if not follow the below steps.

22.14.2 Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.

22.14.3 Once fully installed, search in your start menu- “Configure Java” and run it.

22.14.4 Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://www.tenderwizard.com/GNGPL> in the new row. Click on “Add” then “Ok” and again “Ok”.

22.15 TENDER DOCUMENTS SEARCH

25.15.1 Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.

25.15.2 After login, if the bidders are not able to see the desired tender on the published tender’s page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders’ page.

22.16 BID PREPARATION

22.16.1 Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).

22.16.2 Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “Document Library” link on the portal first. These can be later attached as part of their bid documents during bid submission.

22.16.3 Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

22.17 BID SUBMISSION

22.17.1 Bidder will be entirely responsible for any last minute issues and tender wizard Portal or shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.

22.17.2 For Bid Security (if any), bidder has to select the mode of payment (DD) and fill in the required details along with scanned copy. Exempted vendors can select ‘Exemption’ and upload valid certificate for the same.

22.17.3 A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.

22.17.4 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

22.17.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

22.17.6 It is important to note that the bidder has to click on the ‘Submit the tender form button’, to ensure that the Bid Submission Process is completed. Bids which aren’t submitted successfully are considered as Incomplete/Invalid bids and are not

considered for evaluation by the portal.

22.17.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details

23 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bid must be submitted on the specified Tender Wizard portal as specified in IFB not later than the time and date as specified in IFB. The online tenderwizard portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

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.

24 LATE BIDS

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

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.

25 MODIFICATION AND WITHDRAWAL OF BIDS

25.1 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 tender wizard portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

25.2 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 the rejection of bid and also bidder's banning/ putting on holiday list.

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

25.4 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, such bidders shall be debarred from participation in tender wizard 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

E. BID OPENING AND EVALUATION

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

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

27 BID OPENING

27.1 Un-Priced bid opening shall take place after 15:00 Hrs of stipulated date of bid submission on e-portal.

27.2 After un-priced technical and commercial bid evaluation, priced Bid opening meeting of techno- commercially qualified bidders may be conducted through Video Conferencing.

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

28 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.

29 CONTACTING THE EMPLOYER

From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing

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.

30 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- i) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- ii) Has been properly signed;
- iii) Is accompanied by the required 'Earnest Money / Bid Security' Declaration;
- iv) Is substantially responsive to the requirements of the Bidding Documents; and
- v) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-30.0"

30.2 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:

- i) Deviation" is departure from the requirement specified in the tender documents.
- ii) Reservation" is the setting of limiting conditions or withholding from complete acceptance of

the requirement in the tender documents.

- iii) Omission” is the failure to submit part or all of the information or documentation required in the tender document.

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

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

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

30.5 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.

31 CORRECTION OF ERRORS

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

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

31.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bidder may be put on watch list/holiday/ banning list as per declaration submitted for Bid Security/ EMD.

32 EVALUATION AND COMPARISON OF BIDS

The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, Bid shall be evaluated clause no 30.0 & 32.0 of ITB

- 32.1 Bidder must quote for full quantity against quoted item. Bids with part quantity shall be liable for rejection.
- 32.2 Prices shall be evaluated **on overall lowest (L1) basis** to arrive at the lowest evaluated cost to owner:

The evaluated price of bidders shall include the following:

- i) Ex-works price quoted by the bidder (including testing, packing, forwarding, and GST on components and raw materials including cost of Inspection by Third Party Agency, (wherever applicable).
- ii) Transportation, transit insurance, unloading & staking at Delivery location (Goa) and other costs to be included in unit rate itself. (No Separate payment for freight, Insurance shall be made).
- iii) GST (CGST&SGST/UTGST or IGST) on the finished goods including transportation (i.e. on sl. no. i and ii above)

Note*

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation

In case of a tie at the lowest bid (L-1) position between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 QUANTITY VARIATION

Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

34.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- (i) Issue of tender document to MSEs free of cost.
- (ii) Exemption to MSEs from payment of EMD/Bid Security.
- (iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L-1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

In case tendered item is non-split able or non-dividable, MSE quoting price within price band L-1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L-1 price.

34.2 The MSEs owned by SC/ST entrepreneurs shall mean:

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

34.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following: Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UDYAM Registration Certificate.

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

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

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

34.5 The benefit of policy is not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

34.6 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 **Form-24** as per format enclosed in the Tender.

35 BIDDER WHICH SHARES A LAND BORDER

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>. 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 of Order (Public Procurement No. 1) dated 23.07.2020.

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

"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.

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

"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

SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-22.

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.

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.

F. AWARD OF CONTRACT

36 AWARD

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive.

Prices shall be evaluated **on overall lowest (L1) wise basis** for supply of Prover Kit in North Goa GA including supply, testing, packaging, forwarding, insurance, TPIA charges and supervision prices to arrive at the lowest evaluated cost to Owner and work shall be awarded to lowest bidder.

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 the EMD/ Bid Security (Non-MSE bidder) or shall take action as per Declaration (Form-23) submitted by the MSE bidder and such bidders shall be debarred from participation in tender wizard of the same job(s) / items(s) and shall be put on banning/ holiday list.

Such bidder will be put on holiday for a period of 06 (Six) months after following the due procedure as per GNGPL policy of Performance Evaluation.

37 SPLIT OF WORK

Not Applicable

38 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE

Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GNGPL either by Fax / E – mail / Letter or like means defined as the "Letter of Acceptance (LOA)". The Contract shall enter into force on the date of LOA and the same shall be binding on GNGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ LOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GNGPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing LOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

Contract/ Delivery/ Completion Period shall commence from the date of Notification of Award/ LOA or as mentioned therein.

Successful Bidder's / Supplier's furnishing the 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-40.0

39 DISPATCH SCHEDULE

39.1 If Purchase Order issued based on DAP (Delivery at place) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis.

39.2 Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in tender documents or as per Purchase Order, if a separate person is mentioned therein:

- i. Shipments Schedule
- ii. Dimension details of packages
- iii. Detailed technical write-up along with Catalogue (if applicable)
- iv. Any other document/details, if mentioned in Purchase Order

39.3 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GNGPL, the concerned designated order issuing authority may be contacted in this regard.

39.4 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

40 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

40.1 Within 30 days of the receipt of the notification of award/ LOA from GNGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. The successful bidder has the option to submit CPBG/SD as per the following details:

40.2 **Procurement of materials:** 5% of Order value within 30 days of award within 30 days of LOA / Notification of award.

40.3 The Contract Performance Guarantee shall be for an amount as specified in tender documents towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / GST (CGST & SGST/UTGST or IGST).

40.4 Bank Guarantee towards Contract Performance 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

40.5 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

40.6 Further, the bidder can submit CPBG on line through issuing bank to Goa Natural Gas Private Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Goa Natural Gas Private Limited.

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

41.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

41.2 The Fraud Prevention Policy document is available on GNGPL's website (<https://www.goanaturalgas.com>)

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

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' "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

(Annexure- III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Goa Natural Gas Private Limited., to such Vendors/ Suppliers / Contractors/ Bidders/Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Goa Natural Gas Private Limited, such decision of Goa Natural Gas Private Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

42 PACKING INSTRUCTIONS

- 42.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 42.2 Fragile articles should have special packing materials depending on type of materials.
- 42.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 42.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 42.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 42.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 42.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No..... Net

Wt Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X..... CM. Package No.
(Sl. No. of total packages).....

Seller's Name.....

- a) Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator

- d) Any other requirement mentioned elsewhere in Tender Document

43 VENDOR PERFORMANCE EVALUATION

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 tender documents. The Period of Holiday mentioned in GCC clause no. 28.1.3 shall be superseded by the period mentioned in tender documents.

44 MENTIONING OF PAN NO. IN INVOICE/BILL

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 Lacs per transaction.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

45 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

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.

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

Goa Natural Gas Private Limited has 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 GNGPL's web site <https://www.goanaturalgas.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.

46.1 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 afore said rules.

46.2 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.

46.3 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

46.4 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.

46.5 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 Goa Natural Gas Private Limited 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.

46.6 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.

46.7 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.

47 REPEAT ORDER

PURCHASER reserves the right, within 06 (Six) months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

To meet the project exigencies, repeat order can be resorted for any city against a valid contract.

SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)

GCC:

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. Similarly, provisions of Technical Specifications shall over-ride any such provisions mentioned in SCC & GCC.

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1.0 DEFINITIONS

Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB

Effective Date shall mean the date on which Sellers obligations will commence and that will be the date of Letter of Acceptance (LOA).

Warehouse / Dump Yard / Dump site / Storage Yards shall mean a placed hired / owned by Employer for the purpose of storing the material and delivering the materials.(If Applicable)

2.0 INTERPRETATIONS

Where any portion of the GCC – Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC-Goods shall be deemed to govern the provisions of the GCC – Goods and SCC Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires

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

All headings, subtitles and marginal notes to the clauses of the GCC – Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

Except the obligation of payment to Seller, Consultant may discharge all other Purchasers obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/ Consultants obligation to the extent the context so means/ requires.

3.0 SCOPE OF SUPPLY

Seller's scope shall include

- i. design and manufacturing of items as per Material Requisition technical specifications;
- ii. preparation of Quality Assurance / Quality control programme;
- iii. obtaining GNGPL approval;
- iv. arranging Inspection and Testing certification;
- v. Inspection and obtaining Inspection Release Note;
- vi. obtaining dispatch clearance;
- vii. Packing;
- viii. Loading on truck/trailer for Indian Bidder including transit insurance, loading and Unloading Prover Kit at GNGPL's store/site
- ix. commissioning assistance (if required)

4.0 PACKING, MARKING AND SHIPMENT

The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

5.0 COMPLETION/DELIVERY SCHEDULE

The Materials shall be delivered to M/s GNGPL site within 10 weeks from the date of LOA/intimation by EIC

The basis of delivery shall be DAP, GNGPL Site/ Store at North Goa.

6.0 DESPATCH INSTRUCTIONS

Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

7.0 INDEPENDENT SELLER

It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

8.0 LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title/liens, costs, consequences etc.

9.0 RECOVERY OF CUSTOM DUTY, GST ETC

In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately, on enforcement of such variation, under intimation to the Contractor.

10.0 REJECTION

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

Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER

11.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damage, loss of profits or loss of production.

12.0 INSURANCE

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

12.2 Employer will be co-insured in the Policy.

- 12.3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.
- 12.4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 12.5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

13.0 GOVERNING LAW

Laws of India will govern the Agreement and Goa courts will have exclusive jurisdiction on all matters related to Agreement.

14.0 OWNER'S RIGHTS AND REMEDIES

Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

15.0 GUARANTEE

All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the last shipment, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

The guarantee shall include all the inbuilt material, accessories appliances, against any mechanical defects, faulty workmanship or operational defects found during this period shall be rectified by the Vendor without any extra cost at our site.

16.0 PRICE REDUCTION SCHEDULE (PRS)

Clause 26.0 of GCC shall stand modified to the following extent:

- 16.1 In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value (per week of delay or part thereof) maximum upto 5% of the total order value against individual release order.
- 16.2 For PRS purpose the date of delivery at DAP site, Goa will be considered.
- 16.3 Price reduction schedule shall be separately applicable against individual written intimation and not

on the total contract value.

16.4 The value referred in PRS clause is excluding taxes & duties.

17.0 TERMS AND MODE OF PAYMENT

17.1 The following shall be read in conjunction with Clause no. 21 of GCC (Goods)

17.2 100% payment, including freight charges and all applicable taxes and duties, shall be made on receipt and acceptance of goods at the DAP site, after adjustment of PRS (if any), and subject to submission of the following documents:

- i) Invoice in triplicate, compliant with applicable GST laws
- ii) Inspection Release Note issued by the Owner or their appointed/approved agency
- iii) Original Goods Receipt (GR) / Lorry Receipt (LR)
- iv) Packing List
- v) Warranty Certificate and Test Certificate
- vi) Calibration Certificates and any other relevant documentation, as applicable

17.3 Payment shall be made only after acceptance of the delivered materials at site, along with the submission of all required documents listed above.

17.4 Payment will be processed within 30 (thirty) days from the date of receipt of the original invoice and all supporting documents by our Finance & Accounts (F&A) Department, through e-banking.

Note: Documents related to above points shall be submitted in company letter head duly signed and stamped.

17.5 MODE OF PAYMENT

17.5.1 Payment will be released through E-payment as detailed in clause 21.0 of ITB

17.5.2 The INVOICE (as per GST Act/ Rules) shall be raised in favour of EIC, GNGPL to be informed at the time of placement of order.

17.6 DEDUCTION AT SOURCE

Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

17.6.1 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

17.7 PAYING AUTHORITY:

Chief Finance Officer,
M/s Goa Natural Gas Private Limited,
RAJAN VILLA, Plot No. 33
Goa Housing Board Colony
Behind Patrakar Colony, Porvorim, Goa -403521

18.0 REPEAT ORDER

CLAUSE NO. 40.1 OF GCC (GOODS) SHALL BE MODIFIED TO THE FOLLOWING EXTENT:

Purchaser reserves the right, within 06 (Six) months of order; to place repeat order upto 50% of the original quantity without any change in unit price or other terms and conditions. In case of single quantity, purchaser reserves the right to place the repeat order for single quantity without any change in unit price or other terms & conditions.

19.0 ORIGIN OF GOODS

(In partial modification to GCC)

A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

20.0 FALL CLAUSE

Fall Clause under Clause 38.0 of GNGPL's GCC Goods stand deleted.

21.0 QUALITY ASSURANCE/QUALITY CONTROL

- 21.1 The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
- 21.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 21.3 The Purchaser/ Consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/ site as deemed necessary for quality assurance.

22.0 PERFORMANCE EVALUATION

The performance of Contractor to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor Performance Evaluation Procedure will be as per Annexure-IV this bidding document.

23.0 CERTIFICATION

The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, and preparation for packaging, forwarding, shipment, insurance, loading & un-loading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided as stipulated in Technical Volume II of II.

24.0 THIRD PARTY INSPECTION AGENCIES

Refer Technical Volume II of II.

25.0 POST ORDER CORRESPONDENCE

- 25.1 The bidder deploying 20 (twenty) or more workmen as contract labour not only for this project but for all his projects being executed against the same GST number shall have to obtain license from appropriate licensing authority, if required. The bidder (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 25.2 The Bidder shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the bidder for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The bidder shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.
- 25.3 The bidder shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.
- 25.4 The installations where job is to be carried out are live and have hydrocarbon environment. Bidder shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the bidder to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the bidder's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

25.5 The bidder shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the bidder due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the bidder and /or security deposit.

26.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 26.1 All the safety rules and regulations prevailing and applicable from time to time at the execution as directed by OWNER will be strictly adhered to by the Contractor.
- 26.2 Contractor has to ensure the safety of man and machine all the times. Damages to equipment's due to bad workmanship/negligence will be recovered as per the decision of owner, which will be final and binding upon the contractor.
- 26.3 The contractor shall supply all the protective safety equipment's like helmets/hard head hats, gumboots/safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 26.4 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

27.0 GENERAL CONDITIONS

- 27.1 When the materials are dispatched to the consignee intimation must also be given to this effect.
- 27.2 Reference to the supply order should invariably be given in all the relevant correspondence.
- 27.3 The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated therein.
- 27.4 Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to GNGPL

FORMS & FORMAT

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-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY" (NOT APPLICABLE)
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	AGREED TERMS & CONDITIONS
F-10	UNDERTAKING ON LETTERHEAD
F-11	FORMAT FOR POWER OF ATTORNEY
F-12	CHECK LIST
F-13	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-14	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-15	BIDDER'S QUERIES FOR PRE-BID MEETING
F-16	E-BANKING FORMAT
F-17	INTEGRITY PACT
F-18	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT"
F-19	PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP) (Not Applicable)
F-20	FREQUENTLY ASKED QUESTIONS (FAQs)
F-21	DETAILS OF QUOTED SCOPE
F-22	LAND BOND SHARING
F-23	EMD/ BID DECLARATION BY MSE
F-24	PPP-MII POLICY OF MOPNG

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:

SUBJECT:

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.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	

15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit documents as specified in ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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
TENDER NO:

SUBJECT:

Dear Sir,

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

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

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

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for 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:

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
TENDER NO
SUBJECT:

Dear Sir,

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

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

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**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
TENDER NO
SUBJECT:

Dear Sir,

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:

GOA NATURAL GAS

F-4A (NOT APPLICABLE)

PROFORMA OF “LETTER OF CREDIT” FOR “EARNEST MONEY / BID SECURITY”

GOA NATURAL GAS

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

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:

[Signature of Authorized Signatory of Bidder]

Date:

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 / Un-priced” & “Price Bid” Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GNGPL.

GOA NATURAL GAS

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**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:

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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:

SUB:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Please specify the Dispatch Point	
5.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST % Plus SGST/UTGST % Total:% Or IGST:..... %
5.1.	Freight charges, quoted separately	
5.2.	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
5.3.	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 14.0 of ITB	
6.a	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.b	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6.c	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of	
Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
7.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Letter of Acceptance.	
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
10.	Confirm your offer is valid for 3 Months from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
11. a	EMD/ Bid Security as per FORM-4	
12.	Confirm acceptance to all provisions of ITB read in conjunction with tender documents	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GNGPL or his relative is a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de- listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as nonresponsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform Goa natural Gas Private Limited about the changes that may	

19.	occur in the stated declaration during the course of finalization of the tender.	
20.	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person	
21.	<p>a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p> <p>c) The above documents submitted by shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director of the entity)</p>	
22.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any Discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the	CONFIRMED
Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	damages or loss to Goa natural Gas Private Limited, but also for criminal proceedings under the relevant laws.	
23.	Confirm that scanned copy of the EMD / Bid Bond Declaration as per Form-4 has been submitted along bid documents	CONFIRMED
24.	<p>Confirm that no Price disclosing files have been attached with unpriced/ technical bid.</p> <p>*In case price disclosing files are attached in techno commercial unpriced bid area, bid will be summarily rejected as per clause 22.0 of ITB.</p>	CONFIRMED
25.	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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POWER OF ATTORNEY

[Bidder shall use own Power of Attorney Format]

GOA NATURAL GAS

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CHECK LIST

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

S. No.	DESCRIPTION	CHECK BOX
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid	
I.	Covering Letter, Letter of Submission	
II.	Bid Security	Not Applicable
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 (if Applicable)	
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)	
i.	Confirm that no Price disclosing files have been attached with unpriced/ technical bid	
3.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	
4.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	
5.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately	
6.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

GOA NATURAL GAS

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

(To be provided on Bank's letter head)

Ref Tender 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,

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 :

Registration No. :

Stamp of Bank

**FORMAT FOR CHARTERED ACCOUNTANT
CERTIFICATE/CERTIFIED PUBLIC ACCOUNTANT (CPA) 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:	

NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year_____
	Amount (Currency)
1. Net Worth	

WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:

Chartered Accountant

Date:

Membership no.
UDI No.

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

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:

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 : _____

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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 endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

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

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

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

ICOMMITMENTS 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.
- iv) The Counterparty shall not make any false or misleading allegations against GNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

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

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

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

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

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

INTEGRITY PACT

(To be executed on plain paper)

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

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give

or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GNGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday

the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
1. 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

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

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

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

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GNGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Goa. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

-----	-----
(Name & Designation)	(Name & Designation)
For the Principal	For the Bidder/Contractor Place
-----Witness 1:-----	-----
Date	-----
-----Witness 2:-----	

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

GOA NATURAL GAS

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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/supplier"
which expression shall wherever the context so require include its successors and assignees)
have been placed/ awarded the job/work of

_____ vide PO/LOA /FOA No. _____
dated _____ for M/s Goa Natural Gas Pvt. Ltd. having
registered office at C/O RAJAN VILLA, Plot No. 33, Goa Housing Board Colony, Behind Patrakar
Colony, PORVORIM, Goa -403521 (herein after called the "GNGPL" which expression shall
wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/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/Scheduled
Commercial Bank, undertaking full responsibility to indemnify GNGPL, in case of default.

The said M/s. _____ 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/order/contract 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 supplier /
contractor to GNGPL in such manner as GNGPL 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 order/contract with the said M/s. _____ and to
enforce or to forbear from endorsing
any powers or rights or by reason of time being given to the said M/s. _____
and such postponement forbearance would not have the effect of releasing the bank from its
obligation under this debt.

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid is
absolute & unequivocal and will not be affected or suspended by reason of the fact that any
dispute or disputes have been raised by the said M/s. _____

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

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 supplier/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/ Guarantee 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 supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/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. _____ (supplier / contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that GNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GNGPL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Goa.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/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 Supplier/Contractor to be in default under the order/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.

9. 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 of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer.
4. Bidder must indicate the full postal address of the Bank along with the Bank's E- mail / Fax / Phone from where the Bank Guarantee has been issued
5. 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.
6. Bidder can submit CPBG on line through issuing bank to GNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GNGPL.

FREQUENTLY ASKED QUESTIONS (FAQs)

<u>SL.NO.</u>	<u>QUESTION</u>	<u>ANSWER</u>
<u>1.0</u>	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
<u>2.0</u>	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no. D of Section 1.1 of Tender document
<u>3.0</u>	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
<u>4.0</u>	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
<u>5.0</u>	Is there any Help document available	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs
<u>6.0</u>	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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.

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

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:
- c. fail or refuse to execute the Contract, if required, or
- d. fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
- e. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- f. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Signatory

Signature of Authorize

Date:

Name:

Destination:

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%.

(iii) **'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%.

(iv) **'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%.

(v) **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.

(vi) **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.

(vii) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(viii) **Procuring Entity** means Goa Natural Gas Pvt. Ltd. (GNGPL)

(ix) (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 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 for full quantity will be awarded to L1.
 - ii. 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:
- (d) 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.
 - i. 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.
 - ii. 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.

iii. "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:

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.

- i) 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 Bid security/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:-

Public Procurement Policy for MSE 2012

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-MII L2 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.

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.

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.

- c. 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.
- d. 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.
- e. 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"
- f. 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 paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth 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- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. 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

- i. 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 tenderwized for appropriate reciprocal action.
- 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.

- The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

GOA NATURAL GAS

SECTION – VI

SCHEDULE OF RATES (SOR)

(ATTACHED SEPERATELY)