



GOA NATURAL GAS PVT. LTD.

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

HIRING OF CONTRACT SERVICES FOR OPERATION & MAINTENANCE (O&M) ACTIVITIES OF CGD NETWORK AND DOMESTIC/ INDUSTRIAL CUSTOMER BILLING SERVICES FOR GOA NATURAL GAS PVT LTD, PONDA & NORTH GOA FOR A PERIOD OF TWO YEARS

Tender No: GNGPL/O&M/C&P/2025/T-07 Dated 02/08/2025

**OPEN DOMESTIC COMPETITIVE BID
(BID SUBMISSION ONLY THROUGH GEM PORTAL)**

COMMERCIAL VOLUME

(Volume I of II)

Below Special Noting for attention of Bidders

[In case of any conflict in terms & conditions of tender document uploaded by GNGPL at GEM portal 'versus' standard provisions/ condition available at GeM portal [including General Terms and Conditions (GTC)], the terms & conditions of tender document uploaded by GNGPL shall prevail including provision(s) for submission of EMD]

Note to Bidders:

- Sub-contracting is **strictly prohibited** for this tender. Any form of sub-contracting will lead to disqualification or termination of the contract.
- MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 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.
- Bidders are required to quote their tenders keeping in view the climatic conditions and geographical terrain of Goa.

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SECTION-I

Invitation for Bids (IFB)

Ref No: GNGPL/O&M/C&P/2025/T-07

Date: 02/08/2025

To,

PROSPECTIVE BIDDERS

SUB: HIRING OF CONTRACT SERVICES FOR OPERATION & MAINTENANCE (O&M) ACTIVITIES OF CGD NETWORK AND DOMESTIC/INDUSTRIAL CUSTOMER BILLING SERVICES FOR GOA NATURAL GAS PVT LTD, NORTH GOA & PONDA GA FOR A PERIOD OF TWO YEARS.

Dear Sir/Madam,

1.0 Goa Natural Gas Pvt Ltd (GNGPL), A JV of GAIL GAS LTD and BPCL is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Geographical Areas of North Goa and Ponda for distribution of CNG and PNG to various consumer segments, the following details and enclosed Tender Documents invites bids from bidders for the subject job/services works on Government e-Marketplace (GeM) portal, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

Sr. No	Description	Details
A	Brief Scope of Service /Job	HIRING OF CONTRACT SERVICES FOR OPERATION & MAINTENANCE (O&M) ACTIVITIES OF CGD NETWORK AND DOMESTIC/ INDUSTRIAL CUSTOMER BILLING SERVICES FOR GOA NATURAL GAS PVT LTD, PONDA & NORTH GOA GA FOR A PERIOD OF TWO YEARS
B	Tender Document Number & Date	GNGPL/O&M/C&P/2025/T-07 Dated 02/08/2025
C	COMPLETION/CONTRACT PERIOD	Refer. SCC of tender
D	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMMOUNT INR 9,27,000/-
E	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per clause no.16 are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A

F	Pre-bid meeting date and venue	Online Pre-Bid Meeting shall be held on 12/08/2025 at 15:00 Hrs. through video conferencing hosted by GNGPL. Bidders interested to participate in the online pre-bid meeting through given link below. Pre-Bid Meeting Tuesday, August 12 · 3:00 – 4:00pm Google Meet joining info Video call link: https://meet.google.com/tyx-gxts-isv Bidders are requested to forward their pre-bid queries through email also latest by 18:00 Hrs on 11/08/2025.
G	Bid Submission date and time	25/08/2025 up to 14:30 Hrs IST online on Government e-Marketplace (GeM) portal website at https://gem.gov.in
H	Un-Priced bid opening date and Time	25/08/2025 up to 15:00 Hrs IST online on Government e-Marketplace (GeM) portal website at https://gem.gov.in
I	Price bid opening date and Time	Date and time shall be intimated later
J	CONTACT DETAILS OF TENDER DEALING OFFICER	<ul style="list-style-type: none"> ➤ S.Prabhakar (Manager) Email I'd: sprabhakar@goanaturalgas.com ➤ Neyaz Ahmad Email I'd: contracts@goanaturalgas.com Address:- Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521

In case of the days specified above happens to be a holiday in GNGPL, the next working day shall be implied w.r.t bid opening (mentioned in GeM bid) and pre-bid meeting etc.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.

4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading the bid on GeM portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in GeM portal by the bidder along with bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-II to Section-III]:-

- i) EMD/Bid Security (if applicable)/Declaration for Bid Security
- ii) Power of Attorney
- iii) Integrity Pact
- iv) Line of Credit (if applicable)

Subject tender is also hosted on Goa Natural Gas Pvt. Ltd.]. However, bids are to be submitted only on GeM portal (<https://gem.gov.in>)

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

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM portal shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- 8.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 10.0 All bidders including those who are not willing to submit their bid are required to submit F- 6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 11.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. GNGPL decision in this regard shall be final.
- 12.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.
- 13.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

This is not an Order.

For & on behalf of Goa Natural Gas Pvt Ltd

Barathy S
Chief Executive Officer

BID EVALUATION CRITERIA
&
EVALUATION METHODOLOGY

BID EVALUATION CRITERIA (BEC):

A. TECHNICAL CRITERIA:

A.1 The Bidder should have successfully executed contract(s) having minimum number of WO/LOA/Contract & its completed/executed value as mentioned in below Table in previous 7 (seven) years reckoned from the bid due date in the area as mentioned at Sr. No. A.1(a) /A.1(b).

(a) Any one or composite nature of Mechanical/Electrical/Instrumentation works for Operation/ Maintenance/"Operation & Maintenance" of Natural Gas Pipeline/City Gas Distribution Network / Hydrocarbon Pipeline Network / Hydrocarbon based process plant

OR

(b) Laying & commissioning of MDPE/ Steel Pipeline for Natural Gas / Hydrocarbon industry in previous 7 years to be reckoned from bid due date.(Including O&M activity with minimum 2 years of Exp)

Table

Minimum No. of WO /LOA/Contract to be submitted to qualify	Minimum completed/executed value of each WO/ LOA/ Contract (Rs. in Crores)
1 (One)	1.85
OR	
2 (Two)	1.15 each
OR	
3 (Three)	0.92 each

A.2 In case, bidder is executing a rate/maintenance contract of above nature which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned above in A.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user/owner/authorized consultant.

A.3 A job executed by a bidder for its own plant /projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary/ Fellow Subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding Company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

Notes to BEC-Technical:

- (i) Bids of Joint Venture/Consortium will not be acceptable.
- (ii) In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.
- (iii) Further in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

B. Financial Criteria:

1. Annual Turnover:

The Minimum Average Annual Financial Turnover of the Bidder during the three preceding financial years shall be ₹ 1.16 Crores.

2. Net worth:

Net Worth of the bidder shall be 'Positive' as per the audited financial statement of the preceding Financial Year.

3. Working Capital:

The minimum Working Capital of the bidder, as per the audited Financial Statement of preceding Financial Year shall be ₹23.17 Lakhs

Note:

- i. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than ₹ 100 crores (or equivalent USD), confirming the availability of the line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions or in response to commercial query failing which bid shall be rejected.

- ii. **Average Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

- iii. **Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such

case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth/Working Capital.

- C. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GNGPL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

D. Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC CI No.	Description	Documents required for qualification
A	Technical BEC criteria	
A.1	Experience	<ol style="list-style-type: none"> 1. Copy of Work Order/LOA (along with SOR) of the job executed in the name of bidder issued by the end user/owner/authorized consultant with SOR items as specified at A.1 Technical Criteria of BEC. 2. Copy of completion certificate issued by end user/owner (or their authorized consultant who has been duly authorized by owner to issue such certificate) showing executed/completed the work as specified at A.1 Technical Criteria of BEC, having cross reference to the Work Order/LOA. 3. Bidder shall submit/upload copy of the work order(s)/Agreement(s) along with corresponding completion/execution certificate(s) mentioning required details. For instance, work order/Agreement must clearly indicate nature of work/ Service, various components/items, period etc. Similarly, completion certificate must clearly indicate full Address of Client/Officer issuing certificate, reference to relevant work order, executed work and actual date of completion etc.

A.2	Experience against execution of running ARC/ Maintenance contract	<div>1. Copy of PO/WO/LOA (along with SOR) in the name of bidder issued by the end user/owner/authorized consultant clearly indicating Name of Work, Contract Value, Contract Duration, Date of Work Order.</div> <div>2. Copy of Execution Certificate or equivalent (against the running rate/maintenance contract) clearly mentioning the reference to Work Order/LOA/ Contract/Agreement No., executed value till one day prior to due date for bid submission, which must be equal to or more than the minimum prescribed value mentioned in BEC Sl. No. A.1. The execution certificate or equivalent should have been issued by the end user/owner/authorized consultant.</div>
Note: Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid submitted by the bidder shall be considered in reply to queries during evaluation of Bids.		
B	Financial Criteria - Documents Required	
B.1, B.2 & B.3	Annual Turn- over, Net worth & Working Capital	<div>Bidder shall submit copy of audited annual financial statements of three preceding financial years along with “Details of financial capability of bidder” in prescribed format ‘F-10’ duly signed and stamped by a Chartered Accountant Further, copy of audited annual financial statements (immediate three preceding financial years) submitted in bid shall be duly certified/ attested by notary public with legible stamp.</div> <div>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.</div>
Authentication of documents to be submitted in support of BEC:		
Technical Criteria of BEC	<div>All work orders/contract agreements and corresponding work completion/execution certificates in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</div> <div>Bidder shall submit “Details of financial capability of bidder” in prescribed format (F-10) duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid in support of financial BEC shall be duly certified/ attested by Notary Public with legible stamp.</div>	
Financial Criteria of BEC	<div>NOTE:-Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document</div>	
E. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.		

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F. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA:

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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.

3. **"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

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the

management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. **"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

Note:

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

6. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
7. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

8. SUBMISSION OF CERTIFICATE IN BIDS:

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

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

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.

9. 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.

BID EVALUATION AND AWARD METHODOLOGY:

- i. Bidder has to quote for entire quantities of all the SOR items failing which, the offer shall be summarily rejected.
- ii. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates (SoR) inclusive of all taxes & duties, GST etc. Contract will be placed on the lowest (L1) acceptable bidder.
- iii. In case of a tie at the lowest bid (L1) position between two or more bidders, contract will be awarded to the agency from amongst the L1-bidders through a Random Algorithm run by GeM system.
- iv. Purchase preference to MSEs & PPP-MII Policy shall be applicable as per prevailing procurement policy considering tendered groups as non-splittable.

UNDERTAKING ON LETTERHEAD

To,

M/s GOA NATURAL GAS PVT LTD
Plot No.33, Rajan Villa, Journalist Colony,
Porvorim-Goa,403521

SUB:

TENDER NO:

Dear Sir

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

- (i) Not from such a country []
- (ii) If from such a country, has been []
registered with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s GOA NATURAL GAS PVT LTD
Plot No.33, Rajan Villa, Journalist Colony,
Porvorim-Goa,403521

SUB:as

TENDExx4R NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder having Transfer of Technology (ToT) arrangement which shares a land border with India, we certify that, bidder M/s____(***Name of Bidder***) is :

- (i) Does not have ToT with such a country []
- (ii) If having ToT 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 (☐) above).

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

SECTION-II
INSTRUCTION TO BIDDERS (ITB)
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

INSTRUCTION TO BIDDERS**INDEX**

- [A] GENERAL:**
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 - 3. BIDS FROM CONSORTIUM
 - 4. ONE BID PER BIDDER
 - 5. COST OF BIDDING
 - 6. SITE-VISIT
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 - 7. CONTENTS OF BIDDING DOCUMENTS
 - 8. CLARIFICATION OF TENDER DOCUMENT
 - 9. AMENDMENT OF BIDDING DOCUMENTS
- [C] PREPARATION OF BIDS:**
 - 10. LANGUAGE OF BID
 - 11. DOCUMENTS COMPRISING THE BID
 - 12. BID PRICES
 - 13. GST (CGST & SGST/ UTGST or IGST)
 - 14. BID CURRENCIES
 - 15. BID VALIDITY
 - 16. EARNEST MONEY DEPOSIT / BID SECURITY
 - 17. PRE-BID MEETING
 - 18. FORMAT AND SIGNING OF BID
 - 19. ZERO DEVIATION & REJECTION CRITERIA
 - 20. E-PAYMENT
- [D] SUBMISSION OF BIDS:**
 - 21. SUBMISSION, SEALING AND MARKING OF BIDS
 - 22. DEADLINE FOR SUBMISSION OF BIDS
 - 23. LATE BIDS
 - 24. MODIFICATION AND WITHDRAWAL OF BIDS
- [E] BID OPENING AND EVALUATION:**
 - 25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 - 27. CONFIDENTIALITY
 - 28. CONTACTING THE EMPLOYER
 - 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 - 32. EVALUATION AND COMPARISON OF BIDS
 - 34. PURCHASE PREFERENCE
- [F] AWARD OF CONTRACT:**
 - 35. AWARD
 - 36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
 - 37. SIGNING OF AGREEMENT
 - 38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
 - 39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/ COLLUSIVE/COERCIVE PRACTICES

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
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[G] ANNEXURES:

1. ANNEXURE-I: BIDDING DATA SHEET (BDS)
2. ANNEXURE-II: POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by Goa Natural Gas Pvt Ltd and it's parent company or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Goa Natural Gas Pvt Ltd or the Ministry of Petroleum and Natural Gas.

Bidders marked "Suspended" on GeM (but eligible as per Goa Natural Gas Pvt Ltd's Tender Document) will be evaluated as per terms & conditions of the Tender Document.

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on

due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Goa Natural Gas Pvt Ltd by the bidder.

It shall be the sole responsibility of the bidder to inform Goa Natural Gas Pvt Ltd there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

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

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

2.7 Power of Attorney:

Power of Attorney (POA) 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).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

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

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

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to Goa Natural Gas Pvt Ltd promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM CONSORTIUM"- NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or

as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges,

authentication charges and any associated charges including taxes & duties thereon. Further, Goa Natural Gas Pvt Ltd will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 6.2 The Bidder shall not be entitled to hold any claim against Goa Natural Gas Pvt Ltd for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents/Tender Documents are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum/Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Instructions to Bidders [ITB], Annexure,
- Section-III : Forms & Format
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]

GeM bid document generated or available on GeM portal shall also be part of Bidding Document/ Tender Document.

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

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-II to Section-III i.e. BDS (Bidding Data Sheet).

*** General Conditions of Contract - Services is attached in Section-IV.

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

may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify Goa Natural Gas Pvt Ltd in writing or email at Goa Natural Gas Pvt Ltd 's mailing address indicated in the BDS or on GeM portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. Goa Natural Gas Pvt Ltd reserves the right to ignore the bidders request for clarification if received after the aforesaid period. Goa Natural Gas Pvt Ltd may respond in writing to the request for clarification. Goa Natural Gas Pvt Ltd response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM portal / communicated to prospective bidders by e-mail.

Any clarification or information required by the Bidder but same not received by the Employer at Para- 1 clause- 8 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and Goa Natural Gas Pvt Ltd shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11 DOCUMENTS COMPRISING THE BID

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'

- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) Copy of EMD /, Declaration for Bid Security as per provision of ITB Undertaking as per *Form-2 to Annexure-II to Section-III* and Certification 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 other than companies) as per *Form-3 to Annexure-II to Section-III* **(Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not).**
- (k) All forms and Formats including Annexures
- (l) 'Integrity Pact' as per 'Form F-13'
- (m) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (n) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (o) Any other information/details required as per Bidding Document

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

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

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact, Line of Credit

(wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

12 BID PRICES

- 12.1** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole job/works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties including **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing order by Goa Natural Gas Pvt Ltd.

- 12.2** Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.3** All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

- 12.4** Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1** Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

- 13.2** Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, Goa Natural Gas Pvt Ltd may

seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of Goa Natural Gas Pvt Ltd that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Goa Natural Gas Pvt Ltd to the government exchequer, then, that Contactor shall be put under Holiday list of Goa Natural Gas Pvt Ltd for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on Goa Natural Gas Pvt Ltd.

- 13.3** In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case Goa Natural Gas Pvt Ltd is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case Goa Natural Gas Pvt Ltd is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to Goa Natural Gas Pvt Ltd account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 13.4** Where Goa Natural Gas Pvt Ltd is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.4.1 Owner/ Goa Natural Gas Pvt Ltd will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/ Goa Natural Gas Pvt Ltd to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.4.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 13.5** Where Goa Natural Gas Pvt Ltd is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

13.5.1 Owner/ Goa Natural Gas Pvt Ltd will reimburse GST (CGST & SGST/UTGST or IGST) to the

Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

13.5.2 The bids will be evaluated based on total price including quoted GST (CGST & SGST/UTGST or IGST).

13.6 Goa Natural Gas Pvt Ltd will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.7 In case Goa Natural Gas Pvt Ltd is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be considered by bidder in the Price bid/SOR.

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

13.8 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable Goa Natural Gas Pvt Ltd to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to Goa Natural Gas Pvt Ltd for any reason not attributable to Goa Natural Gas Pvt Ltd, then Goa Natural Gas Pvt Ltd shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by Goa Natural Gas Pvt Ltd in future to the Service Provider under this contract or under any other contract.

13.9 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 Service Provider / supplier may note the above and quote their prices accordingly.

13.10 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Goa Natural Gas Pvt Ltd. Further, in case

rating of bidder is negative / black listed after award of work, then Goa Natural Gas Pvt Ltd shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by Goa Natural Gas Pvt Ltd.

- 13.11** GST, as included by the bidder in Price bid / SOR, shall be deemed as final and binding for the purpose of bid evaluation.

In case a bidder includes “zero” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, Goa Natural Gas Pvt Ltd shall place orders.

- 13.12** Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

- 13.13** Provision w.r.t. E- Invoicing requirement as per GST laws:

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by Goa Natural Gas Pvt Ltd as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to Goa Natural Gas Pvt Ltd for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then Goa Natural Gas Pvt Ltd shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

13.14 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider 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.

13.15 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of Goa Natural Gas Pvt Ltd. However, in case where the GST amount doesn't reflect in Form GSTR-2A of Goa Natural Gas Pvt Ltd, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of Goa Natural Gas Pvt Ltd.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by Goa Natural Gas Pvt Ltd as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security

15.3 A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

Bid must be accompanied with earnest money deposit (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Letter of Credit**' / '**Fixed Deposit Receipt**' [in favour of **GOA NATURAL GAS PVT LTD** payable at place mentioned in **BDS**] or '**Bank Guarantee**' (including e-bank guarantee as per the format given in form F-2 of the **Tender Document** (preferably) or format available in **GeM portal**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection.

The EMD shall be submitted in INR 9,27,000/-

16.1 Goa Natural Gas Pvt Ltd shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative

banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.2 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by Goa Natural Gas Pvt Ltd as non-responsive.

16.3 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.4 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.5 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) Acknowledge receipt of the "Notification of Award"/Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) Accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.6 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.7 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 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.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond :

- (i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- (ii) Sellers who have got their credentials verified through the process of Vendor Assessment by

Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.

- (iii) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- (iv) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (v) Central/State PSUs
- (vi) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond

16.8 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.9 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by Goa Natural Gas Pvt Ltd. The forfeiture amount will be subject to final decision of Goa Natural Gas Pvt Ltd based on other terms and conditions of order/ contract.

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

16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause no. 16.8 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

Fixed Deposit Receipt as EMD:

- (i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Goa Natural Gas Pvt Ltd"(GNGPL).

The FDR shall be in the name of the Goa Natural Gas Pvt Ltd A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GNGPL. However, GNGPL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GNGPL as per the format of "Third Party Deposit Confirmation Letter" placed as Annexure

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. GNGPL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Goa.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GNGPL.

17 PRE-BID MEETING

- 17.1** The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2** Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3** Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. 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 Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1** ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. Goa Natural Gas Pvt Ltd will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note Goa Natural Gas Pvt Ltd will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. Goa Natural Gas Pvt Ltd determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be

entertained. The shortfall information/ documents should be sought only in case of historical document's which pre-existed bids and which have not undergone change since then.

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

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

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

20 E-PAYMENT

Goa Natural Gas Pvt Ltd has initiated payments to Service Providers electronically, and to facilitate the payments electronically through '**e-banking**'.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1** Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2** Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1** The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2** Goa Natural Gas Pvt Ltd may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of Goa Natural Gas Pvt Ltd and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

23 LATE BIDS

GeM portal shall close immediately after the due date for submission of bid and no bids can

be submitted thereafter Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.

EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:-

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

25.1 Goa Natural Gas Pvt Ltd 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 Goa Natural Gas Pvt Ltd 's action.

25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of Goa Natural Gas Pvt Ltd shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 Unpriced Bid Opening :

Goa Natural Gas Pvt Ltd will open unpriced bids at the schedule date & time.

26.2 Priced Bid Opening:

26.2.1 Goa Natural Gas Pvt Ltd will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno- commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact Goa Natural Gas Pvt Ltd on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence Goa Natural Gas Pvt Ltd in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the Goa Natural Gas Pvt Ltd s procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

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

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

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

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

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the Goa Natural Gas Pvt Ltd personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

Not Applicable

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

Refer BDS for tie-breaker criteria.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", Goa Natural Gas Pvt Ltd will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“GOA NATURAL GAS PVT LTD intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.

Goa Natural Gas Pvt Ltd will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1** 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 Goa Natural Gas Pvt Ltd either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on Goa Natural Gas Pvt Ltd and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed GeM Contract / Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. Goa Natural Gas Pvt Ltd may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM

Contract / Letter of Acceptance only.

- 36.2** Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3** Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", Goa Natural Gas Pvt Ltd will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4** The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5** Goa Natural Gas Pvt Ltd will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6** In addition to GeM Contract(s), GOA NATURAL GAS PVT LTD will place Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from GOA NATURAL GAS PVT LTD.

37 SIGNING OF AGREEMENT

- 37.1** The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 37.2** Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

- 38.1** Within 30 days of the receipt of the notification of award/ Fax of Acceptance from Goa Natural Gas Pvt Ltd, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e-bank guarantee) or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:
- 38.2** The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4.

- 38.3** Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD/ action as per declaration for Bid Security
- 38.4** The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5** Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to Goa Natural Gas Pvt Ltd directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by Goa Natural Gas Pvt Ltd.
- 38.6** In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/ SWIFT etc. For this purpose, the details of Goa Natural Gas Pvt Ltd Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/LOA no. _____ (service provider to specify the FOA/LOA No.)"** under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance."

- 38.7** In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by Goa Natural Gas Pvt Ltd. The forfeiture amount will be subject to final decision of Goa Natural Gas Pvt Ltd based on other terms and conditions of order/ contract.
- 38.8** CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/ 'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

- 38.9** The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.10** Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.11** In case, GNGPL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by applicant to BG issuing bank>

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier while transmitting BG cover messages where beneficiary bank is ICICI Bank India

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank).

Thanking You,

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Appendix-1 of General Conditions of Contract- Services.

39.2 Deleted

39.3 Deleted

39.4 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 Service Provider/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in Goa Natural Gas Pvt Ltd "Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices", the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Goa Natural Gas Pvt Ltd, to such Service Providers/Bidders.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non- availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

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-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete

supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

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

The MSE(s) owned by Women shall mean:-

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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

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

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

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.

40.4 If against an order placed by Goa Natural Gas Pvt Ltd, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above 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.

40.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

Important Notes:

- MSEs registered as a trader (Major Activity) cannot avail the benefits of Public Procurement Policy for MSEs Order, 2012 policy.
- If the major activity of the MSEs is Services (Trading) then the unit is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012. MSMEs under such categories are eligible only for availing Priority Sector Lending Benefits.
- If the major activity of the MSE is trading then the unit is a trader and is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order 2012.
- Irrespective of product category, the benefits of Public Procurement Policy for MSEs, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs except for traders. GNGPL shall verify the authenticity of Service Providers or Manufacturers of the item to be procured, by seeking additional documentation as mentioned in terms and conditions, while considering Purchase Preference.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Services

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 TDS

- (i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- (ii) Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does

not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

43.4 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 or as amended from time to time.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs or as amended from time to time. 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 service provider shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, Goa Natural Gas Pvt Ltd has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

Goa Natural Gas Pvt Ltd has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per clause no. 44.1, may be referred for conciliation in accordance with Goa Natural Gas Pvt Ltd Conciliation Rules 2013 as amended from time to time A copy of the said rules have been made available on Goa Natural Gas Pvt Ltd web site i.e www.GOA NATURAL GAS.com .

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Goa Natural Gas Pvt Ltd Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. 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.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such

issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, Goa Natural Gas Pvt Ltd shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from Goa Natural Gas Pvt Ltd suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Goa Natural Gas Pvt Ltd shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of Goa Natural Gas Pvt Ltd on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In- Charge/owner/ Goa Natural Gas Pvt Ltd has been made final and binding in terms of the Contract.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Goa for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related

to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/ Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

Not Applicable

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)-Not Applicable for this tender.

50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the services covered under this contract. In case of delay in execution of contract, service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If service provider has raised the invoice for full value, then service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, Goa Natural Gas Pvt Ltd will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on Goa Natural Gas Pvt Ltd due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. Goa Natural Gas Pvt Ltd shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid

or becomes payable by Goa Natural Gas Pvt Ltd in future to the service provider under this contract or under any other contract.

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

~~Further, Goa Natural Gas Pvt Ltd is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.~~

53. ASSIGNMENT/SUBLET

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting Strictly restricted

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF
TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.1	The Employer/Owner is: GOA NATURAL GAS PVT LTD
2.1	The name of the Services to be performed is: HIRING OF CONTRACT SERVICES FOR OPERATION & MAINTENANCE (O&M) ACTIVITIES OF CGD NETWORK AND DOMESTIC/ INDUSTRIAL CUSTOMER BILLING SERVICES FOR GOA NATURAL GAS PVT LTD, PONDA & NORTH GOA FOR A PERIOD OF TWO YEARS
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: S.Prabhakar (Manager) Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 EmailId:sprabhakar@goanaturalgas.com EmailId: contracts@goanaturalgas.com
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers Refer SCC, Scope of Work and Technical Specifications etc.
12	Additional Provision for Schedule of Rate/ Bid Price are as under: As per tender document
12 & 13	Whether Goa Natural Gas Pvt Ltd will be able to avail input tax credit in the instant tender
14	The currency of the Bid shall be INR
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque', or Insurance Surety Bond' or 'Fixed Deposit Receipt' or 'letter of credit' or 'bank guarantee (including e- bank guarantee) the same should be favor of GOA NATURAL GAS PVT LTD,

	<p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS/ SWIFT, etc, the details of Goa Natural Gas Pvt Ltd Bank account:</p> <p>Bank Name State Bank of India Account No: 40352433901 Nature of account: Current IFSC CODE: SBIN0009995 MICR code: 400002133</p> <p>Bidder to mention reference no. "EMD/" in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/... " in narration while remitting the CPS amount in Goa Natural Gas Pvt Ltd Bank Account</p>
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D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Tie-breaker methodology available on GeM portal will be followed i.e. Randon Algorithm.
34	<p>The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:</p> <p>i) Micro & Small Enterprises (MSEs) ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India, PPP-MII), Order 2017</p>

F. AWARD OF CONTRACT

ITB clause	Description
37	Contractor is required to furnish contract agreement on Non-Judicial Stamp paper
38	<p><u>Contract Performance Security/ Security Deposit</u> <u>The value/ amount of Contract Performance Security/ Security Deposit</u></p> <p>5% of the Contract Value as a single payment, to be submitted within 30 days from the date of issuance of the Letter of Award (LOA).</p> <p style="text-align: center;">OR</p> <p>Initial Security Deposit (ISD) of 2.5% of the Contract Value to be paid within 30 days from the date of issuance of the LOA and remaining 2.5% shall be recovered by deductions at a rate of 2.5% from each Running Account (RA) Bill, until the total 5% is realized.</p>

39.3	Deleted				
40	Whether tendered item is non-split able or not- <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>				
41	Provision of AHR Item : <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>				
44.1	Quarterly Closure of <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>				
49	Applicability of provisions relating to <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>				
54	Payment through Vendor Invoice Management <table border="1"> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>				

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

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

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

3.0 DEFINITIONS:-

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

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

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

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

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

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

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

- (vi) **Procuring Entity** means Goa Natural Gas Pvt Ltd

- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

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.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
 - c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Page 3 of 4

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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-MIIL2 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-MIIL2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MIIL2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

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

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

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

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

9.0 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 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 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.

10.0 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 GeM for appropriate reciprocal action.
- ii. 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.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL
SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s GOA NATURAL GAS PVT LTD

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

.....

.....

.....

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s GOA NATURAL GAS PVT LTD

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

Date:

[Signature of Authorized Signatory] Name:

Designation:

Seal: Membership no.

Note:

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

SECTION-III

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY /
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8A	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-16	INDEMNITY BOND
F-17	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE

BIDDER'S GENERAL INFORMATION

To,
M/s GOA NATURAL GAS PRIVATE LIMITED

TENDER NO:

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where contract is to be placed	City: District: State: PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP :

17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)

Place:
Date:

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

Details to be submitted as per clause for 'One Bid Per Bidder' under Section-III of Tender Document

SI No	Proprietor/ Partner/ Director	Father's Name	residential address	Aadhar No	PAN	DIN No
1						
2						
3						
4						

Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

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

(To be stamped in accordance with the Stamp Act)

To, M/s GOA NATURAL GAS PRIVATE LIMITED	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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 Goa Natural Gas Pvt Ltd, the amount _____without any reservation, protest, demur and recourse. Any such demand made by Goa Natural Gas Pvt Ltd, 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 _____.

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) _____(currency in words only)
- This Guarantee shall remain in force upto _____(this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and

The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of Goa Natural Gas Pvt Ltd under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the

Bank Guarantee: Name

Designation

.....

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. ____ Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause -16".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence in the Bank Guarantee itself.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:				
2	VENDOR NAME	:	NAME			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

SUB:

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 watch list/holiday/ banning list (as per policies of Goa Natural Gas Pvt Ltd 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 Goa Natural Gas Pvt Ltd during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) ~~fail or refuse to accept 'arithmetical corrections' as per provision of tender document.~~
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,
M/s GOA NATURAL GAS PRIVATE LIMITED

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]' against the above Tender Documents:

[1] Name & Designation _____ Signature _____ Phone/Cell: _____
E-mail: @

[2] Name & Designation _____ Signature _____ Phone/Cell: _____
E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the 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 'Pre-Bid Meetings'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[This Format supersede the Format of GeM]

To, M/s GOA NATURAL GAS PRIVATE LIMITED	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Service Provider" 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 GOA NATURAL GAS PRIVATE LIMITED having registered office at Rajan Villa, Plot No-33, Journalist Colony, Porvorim, North Goa. 403521 (herein after called the "Goa Natural Gas Pvt Ltd" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the "SERVICE PROVIDER" 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 GOA NATURAL GAS PRIVATE LIMITED, 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 GOA NATURAL GAS PRIVATE LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the Service Provider to Goa Natural Gas Pvt Ltd in such manner as Goa Natural Gas Pvt Ltd 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. _____ an

d to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____an

d 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 Service Provider 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. 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 Goa Natural Gas Pvt Ltd in writing. However, if for any reason, the Service Provider 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 Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider till such time as may be determined by Goa Natural Gas Pvt Ltd . If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Service Provider) on whose behalf this guarantee is issued.
6. Bank also agrees that Goa Natural Gas Pvt Ltd at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Service Provider and notwithstanding any security or other guarantee that Goa Natural Gas Pvt Ltd may have in relation to the Service Provider's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by Goa Natural Gas Pvt Ltd. 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 Service Provider 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 Service Provider 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.

10. Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
.....
..... (currency in words only)
- b) This Guarantee shall remain in force upto _____(this date should be expiry
12. date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of
.....(indicate date of expiry of claim period which includes minimum three months
from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of Goa Natural Gas Pvt Ltd under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

.....

Designation

.....

Yours
faithfully,

Bank by its Constituted
Attorney
Signature of a
person duly

Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY
"BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence OR in the Bank Guarantee itself.
5. Service Provider shall submit attached cover letter (Annexure) while submitting

Contract Performance Security
MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME	:				
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A) EMAIL ID :						
(B) ADDRESS :						
		(C) PHONE NO :				

F-5**AGREED TERMS & CONDITIONS**

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, (if any) and address	Bidder's name : Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted/included GST @12% FCM (CGST & SGST/ UTGST or IGST) in Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid	No
4.2	Bidder confirms Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) of subject job	996601
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no.13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
4.5	Bidder confirms that GST registration details have been updated on GeM portal.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in GeM bid from Final/Extended bid due date of submission of bids.	
12.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Goa Natural Gas Pvt Ltd or (ii) The bidder is not a firm in which any Director (in Board of Director) of Goa Natural Gas Pvt Ltd or their relative is a partner.	
14.	All correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	

17.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable	
Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	"We agree and acknowledge that the Employer is entering into the Contract/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 Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser 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."	
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
21.	Bidder hereby confirms that they are not on 'Holiday' by Goa Natural Gas Pvt Ltd 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, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on	

	<p>banning list of Goa Natural Gas Pvt Ltd or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of Goa Natural Gas Pvt Ltd 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.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Goa Natural Gas Pvt Ltd by them.</p>	
22.	<p>Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV & no 'exception/ deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Services.</p>	
23.	<p>Bidder certifies that they shall not indulge themselves or allow others (working in GNGPL) to indulge in fraudulent activities and that they would immediately apprise GNGPL of the fraud/suspected fraud as soon as it comes to their notice</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of Goa Natural Gas Pvt Ltd is liable to be treated as crime and dealt with by the procedures of Goa Natural Gas Pvt Ltd as applicable from time to time.</p>	
24.	<p>Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.</p>	
25.	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
26.	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.</p>	
27.	<p>In case of any variance in the terms and conditions between GeM Contract and PO/LOA, the terms and conditions of PO/LOA shall prevail.</p>	
28.	<p>Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and Goa Natural Gas Pvt Ltd 's decision in this regard shall be final.</p>	

29.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. (Applicable only for MSE Bidders).	
30.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

SUB:
TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code:
Telephone Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address& phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in- Charge</i>	Value of Contract /Order (<i>Specify</i> Currency Amount)	Date Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: As per cl.no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8
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	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	signed & stamped tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document along with unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorized person(s)		
4.0	Confirm that the price part is uploaded in GeM portal.		
5.0	Confirm that Undertaking as per Form 1 of Annexure-II to Section-III has been submitted (applicable for MSE and Class I Local supplier).		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-II to Section-III</i> and Certification 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 other than companies) as per <i>Form-3 to Annexure-II to Section-III</i> are submitted (Applicable for all bidders including MSEs bidders).		

7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

F-8(A)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	Refer Section-II of tender document		Yes/No	
2	Experience of bidder	certificate from end user/owner/ authorized consultant			
3.	Any other technical criteria in BEC	Refer Section-II of tender document		Yes/No	
Financial BEC:					

1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
----	---------------------------------	--	---	--------	--

2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year)	Yes/No	
3.	Working Capital	<p>Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p>	<p>Submitted (Mention specific year.....)</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant.	Submitted		

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

(To be provided on Bank's letter head)

Date:

To,
M/s. GOA NATURAL GAS PRIVATE LIMITED

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 Tender No. _____ dated _____
for (Name _____ of the supply/work/services/consultancy) and as per the terms of the
said Tender Document 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 :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple
banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of
banks can jointly provide line of credit to the bidder.

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s _____ (Name of the bidder) and certify the following:

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NET WORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

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

****Refer Instructions***

Notes:

- 1.0 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]**
- 2.0 We confirm that above figures are after referring notes at page 2 of 2 of F-10.**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

Name of Audit Firm:

Chartered Accountant/CPA

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.:

UDIN:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements"
In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.
4. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

Sub :

Tender No :

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

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

SIGNATURE OF BIDDER:

NAME OF BIDDER: _____

F-12

[This format is not applicable in case bidder bank account is updated on GeM portal]

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) Account Holder / Beneficiary Name
 - b) Name of Bank:
 - c) Name of branch:
 - d) Branch code:
 - e) Address:
 - f) Telephone number:
 - g) Type of account (current/saving etc):
 - h) Account Number:
 - i) IFSC code of the bank branch:
 - j) Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize GNGPL & its wholly owned subsidiary 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 Account Holder/Beneficiary_____has an Account no. _____and IFSC Code : _____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)

F-13
INTEGRITY PACT

INTRODUCTION:

Goa Natural Gas Pvt Ltd as one of its end eavour 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 (Goa Natural Gas Pvt Ltd) 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 Goa Natural Gas Pvt Ltd as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with Goa Natural Gas Pvt Ltd.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass Goa Natural Gas Pvt Ltd confidential information to any third party unless specifically authorized by Goa Natural Gas Pvt Ltd in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any Goa Natural Gas Pvt Ltd associate.
- f) The Counterparty shall not make any false or misleading allegations against Goa Natural Gas Pvt Ltd or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) 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, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, Goa Natural Gas Pvt Ltd shall be entitled to terminate the Contract. Further, Goa Natural Gas Pvt Ltd would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

INTEGRITY PACT**(To be executed on plain paper)**

Between GOA NATURAL GAS PRIVATE LIMITED, a Government of India Public Sector, (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 of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract 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:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder(s) Confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) 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 Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the

execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, 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.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, 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.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person 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 (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

- 1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 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 equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

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 same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the CEO, GOA NATURAL GAS PRIVATE LIMITED.
3. The Bidder (s)/ Contractor (s) 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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, 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.

5. The Monitor will submit a written report to the CEO, GOA NATURAL GAS PRIVATE LIMITED within 30 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the Monitor has reported to the CEO, GOA NATURAL GAS PRIVATE LIMITED, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, GOA NATURAL GAS PRIVATE LIMITED has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, Verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed of payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. 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. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged 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 CEO, GOA NATURAL GAS PRIVATE LIMITED.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Go.

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 Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf
of
Bidder/Contractor)

(Office Seal)

Place Date

Witness 1:

(Name & Address)

.....
.....
.....

Witness 2:

(Name & Address)

.....
.....
.....

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	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.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for GeM portal.	Refer training module presentations and FAQs as available on GeM portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

NO CLAIM CERTIFICATE

(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *__and *__ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *__and *__ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GOA NATURAL GAS PRIVATE LIMITED in reference to Tender No.

_____dated _____("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from GOA NATURAL GAS PRIVATE LIMITED.

We further absolve GOA NATURAL GAS PRIVATE LIMITED from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:

Date:

[Signature of Authorized Signatory of Service Provider]

Name:

Designat

ion:

Seal:

INDEMNITY BOND

WHEREAS Goa Natural Gas Pvt Ltd. (hereinafter referred to as “Goa Natural Gas Pvt Ltd”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Rajan Villa, Plot No-33, Journalist Colony, Porvorim, North Goa, 403521 has entered into a contract with M/s*..... (Hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

Goa Natural Gas Pvt Ltd has also advised the Contractor to execute an Indemnity Bond in general in favour of Goa Natural Gas Pvt Ltd indemnifying Goa Natural Gas Pvt Ltd and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker/ financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of Goa Natural Gas Pvt Ltd for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified Goa Natural Gas Pvt Ltd and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against Goa Natural Gas Pvt Ltd under or in relation to this contract. The Contractor undertakes to compensate and pay to Goa Natural Gas Pvt Ltd and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by Goa Natural Gas Pvt Ltd for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with Goa Natural Gas Pvt Ltd that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of Goa Natural Gas Pvt Ltd and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which Goa Natural Gas Pvt Ltd and/or its employees and Directors including Independent Directors has been made party until now or here-inafter.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/ amendment/assignment of the contract or any merger of the Contractor with other entity or any

change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of Goa Natural Gas Pvt Ltd are settled by the Contractor and/or Goa Natural Gas Pvt Ltd discharges the Contractor in writing from this Indemnity. The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor]

Authorized Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

**UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE
SECURITY/ SD WITHIN STIPULATED TIME LINE**

(to be submitted on letter head of bidder)

To,

M/s GOA NATURAL GAS PRIVATE LIMITED

SUB: Tender Document No.

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder

Name:

Seal :

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE AT OFFICE OF GNGPL AND/OR ON WEBSITE ALSO. GCC SHALL BE PART OF THIS TENDER. BIDDERS SHALL READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF GCC BEFORE SUBMITTING THE BID. ANY BIDDER WHO HAS SUBMITTED THE BID SHALL BE DEEMED THAT HE/HIS/COMPANY HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF GCC. (Link: [Home | Goa Natural Gas Pvt. Ltd.](#))

Section V

SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)

HIRING OF CONTRACT SERVICES FOR OPERATION & MAINTENANCE (O&M) ACTIVITIES OF CGD NETWORK AND DOMESTIC/ INDUSTRIAL CUSTOMER BILLING SERVICES FOR GOA NATURAL GAS PVT LTD, PONDA & NORTH GOA FOR A PERIOD OF TWO YEARS

Special Conditions of Contract

1. Section-1: Contract Outline
2. Section-2: Brief Scope of Work
3. Stander HR Clauses

SPECIAL CONDITIONS OF CONTRACT (SCC)

Section-I: Contract Outline

1. Introduction:

- 1.1. Goa Natural Gas Pvt Ltd. A JV of GAIL GAS LTD and BPCL, was incorporated on Jan 13, 2017 for the smooth implementation of City Gas Distribution (CGD) projects.
- 1.2. Goa Natural Gas Pvt Ltd has laid several kilometers of Steel & MDPE pipelines in the geographical area of North Goa & Ponda. These pipelines are supplying Piped Natural Gas (PNG) to various Industrial, Commercial & Domestic consumers. The CGD network in North Goa shall be expanding continuously and infrastructure to supply PNG to various consumers along with CNG stations shall be augmented periodically.
- 1.3. The main objective of Goa Natural Gas Pvt Ltd, operations is to supply uninterrupted gas to its esteemed customers and maintain the CGD network in healthy condition so that it is available for operation always with minimum possible break down time. Safe operation is paramount for CGD Operations.
- 1.4. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Drawings, Schedule of Rates and any other documents forming part of this Contract, wherever the context so requires. Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract.
- 1.5. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.6. Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities as per the best industrial practices, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.7. The materials, equipment, and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.8. It will be the Contractor's responsibility to bring to the notice of Goa Natural Gas Pvt Ltd. for any irreconcilable conflict in the contract documents prior to submitting bid offer or making the supply with reference to the conflict exists.
Prior to submitting the bids, it shall be assumed that the Bidder is fully familiar with the Site Conditions and has conducted thorough studies of the Site with regards Site Conditions, Climatic Conditions, local labour laws, equipment availability, transport and Communication facilities, space for control rooms and all other factors, facilities and things whatsoever necessary or relevant for performing the Works etc.
- 1.9. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 1.10. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer

and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

2. Outline of the Contract:

- 2.1. The Operations of CGD Network are critical for Goa Natural Gas Pvt Ltd. North Goa, considering the vast geographical area. Goa Natural Gas Pvt Ltd is executing the operation & maintenance (O&M) activities with the setup of various Control Rooms across North Goa so that the CGD Network shall be maintained very minutely at micro level. The operation of Central Control Room and other distributed various control rooms shall be round the clock 24X7.
- 2.2. The quantities mentioned in the schedule of Rates (SOR) are tentative and execution of the SOR items shall be at the sole discretion of Goa Natural Gas Pvt Ltd and CGD operational requirements.

3. Period of Contract, Mobilization Period:

- 3.1. The duration of the contract shall be for a period of two (2) years with effect from the date of FOA (Fax of Acceptance) or Letter of Acceptance or GeM contract whichever is earlier.
- 3.2. Mobilization period shall be Fifteen (15) days from the date of FOA / LOA. Deployment shall be done as per the intimation from Goa Natural Gas Pvt Ltd. Delay in the start of monitoring jobs after mobilization period of 15 days shall be considered on contractor's account and a penalty of Rs. 1,000/- per day and part of day on prorata basis, shall be imposed for such delay.
- 3.3. All expenses towards mobilization at site and de-mobilization of equipment, workforce, material and clearing the site etc. shall be deemed to be included in the price quoted by the contractor and no extra payment on such expenses shall be entertained.
- 3.4. No mobilization advance is payable to contractor for the said work.
- 3.5. The contractor shall make his own arrangement for removal of old as well as unused material from work site to the place indicated by the Goa Natural Gas Pvt Ltd, after completion of work.

4. Defect Liability Period (DLP): Nil

5. Price Reduction Schedule: Not Applicable.

6. Payment Terms: For Monthly running bills to be submitted by the Contractor for verification and certification by Site-In-charge (SIC) at site. Subsequently, the bills will be duly certified by Engineer-In-charge (Goa Natural Gas Pvt Ltd) or by nominated Authorized representative of Goa Natural Gas Pvt Ltd.

- 6.1. The following documents should be submitted along with the bills to Goa Natural Gas Pvt Ltd through Site in- charge / Engineer-In-charge (Goa Natural Gas Pvt Ltd) for the release of payment by Finance Department at Goa Natural Gas Pvt Ltd. The payment will be made through e-banking system.
- 6.2. Monthly bill duly certified by the contractor or his authorized representative
- 6.3. Copy of either of e-banking wage sheet, bank statement, payment advice to the bank duly stamped by designated bank and duly certified by the contractor or his authorized representative. (if the RA Bill of November 2024 is submitted then copy of payment of

wages, PF Challan, ESIC required for the previous month i.e. October 2024).

- 6.4. Copy of PF combined Challan, separate e-Challan/ECR and bank remittance slip for the proof of deposit of Provident Fund contribution with details of employees.
- 6.5. Tax Invoice as per prevailing statutory rules at the time of issue of invoice.
- 6.6. The final bill shall be submitted by the Contractor/Contractor within a month from the date of completion of the contract. No Claim Certificate, No Dues Certificate, shall be submitted by the contractor along with the Final Bill.
- 6.7. All other required documents as per SCC Section V, Part IV
7. **Paying Authority:** Contractor shall correspond to the following Authority for payment related matters & statutory deductions viz. TDS, GST, BOCW etc. post submission to Paying Authority: HOD (F&A), Goa Natural Gas Pvt Ltd. – North Goa.
8. **Security Deposit/ CPBG:** Successful bidder has to submit Security Deposit as per BDS.
9. **Insurance:** The contractor has to take insurance of FIM (Free Issue materials viz. Portable genset, Fusion machine, Meters etc.) of worth ₹25 Lakhs for entire contract period. In addition to the above, the details of various insurances to be taken by the contractor are provided at **Annexure – iv of Section-5**.
10. **Instructions to Bidders related to Scope of Work:**
 - 10.1. The contractor shall be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous to customers. The contractor shall not engage or employ any person with a criminal record/ background. The contractor shall remove the employee or worker who is found guilty of misconduct or negligence while on duty or whose conduct is not in order. The decision regarding this shall be taken by the Goa Natural Gas Pvt Ltd or his authorized representative. Contractor shall submit police verification of their employees on demand from Goa Natural Gas Pvt Ltd.
 - 10.2. The contractor shall take due care of the equipment installed and ensure that the same are operated by properly trained people in a prudent manner. In case of any breakdown in or damage to or defect in the equipment, the contractor shall immediately notify to the Goa Natural Gas Pvt Ltd. official and shall not operate till clearance is given by Goa Natural Gas Pvt Ltd.
 - 10.3. The contractor shall follow the safety procedures, issued from time to time, specified by Goa Natural Gas Pvt Ltd. The contractor shall ensure full and strict compliance of the guidelines, norms, rules, stipulations etc. as may be prescribed by Petroleum & Explosives Safety Organization (PESO) Nagpur, Chief Fire Officer (CFO), and any other statutory authorities from time to time at the Site.
 - 10.4. The work is to be carried out in "Restricted Area" (i.e. operating area not open for all being hazardous in nature) and contractor shall work as per the instructions of Site Engineer/ Engineer-In-Charge.
 - 10.5. The contractor shall provide suitable mode for communication (Telephone or Mobile phone) at each location. The rates quoted for operations shall be inclusive of this and no separate payment will be made to the contractor on this account.
 - 10.6. The jobs performed under this contract shall be of services in nature and supply items such as MDPE pipes, Meter, Regulator, shall be provided by Goa Natural Gas Pvt Ltd.

However, all fittings and consumable materials required for completion of the jobs shall be provided by the Contractor.

- 10.7. The contractor shall provide proper identification cards to his personnel duly signed by the contractor or his authorized representative. The identity cards shall be traceable with any of the Govt. issued Identity Cards for each individual.(Verification shall be carried out by the GNGPL HR department)
- 10.8. During contract period, qualified bidder or his staff /crew cannot resort to strike or other means of agitation on any ground, which affects the operations. Any absence of crew / staff shall be viewed seriously and contract is liable to be terminated by Goa Natural Gas Pvt Ltd. withholding all balance dues of contract and deposits and including encashment of performance bank guarantee.
- 10.9. The contractor shall liaison / deal with the local operational issues in consultation with local authorities like police, fire brigade, affected customers or public and other concerned authorities to protect the Goa Natural Gas Pvt Ltd. asset.

11. Liability/Indemnity:

- 11.1. Goa Natural Gas Pvt Ltd. shall not to be liable in any manner whatsoever (including for any loss or injury caused) to the employees or workers of the contractor during the course of their employment with the contractor or thereafter and the contractor shall be solely liable to his employees or workers.
- 11.2. The contractor shall be liable for the safety and security of the equipment installed on the Site and shall ensure that, at all times, the Safety Procedures are duly followed.
- 11.3. The contractor shall be liable for any unauthorized act of its employees or workers and agrees to ensure that its activities are in conformity with the terms and conditions of this Contract.
- 11.4. The contractor shall indemnify and keep indemnified, save harmless and defend Goa Natural Gas Pvt Ltd. from and against any loss, damage, claim, action, proceedings, costs, charges and expenses that may be suffered or incurred by Goa Natural Gas Pvt Ltd. on account of any damage or injury to the person or property of any third party caused by any negligence or default of the contractor or any of its employees or workers in following the Safety procedures or otherwise howsoever or on account of any acts done or performed or caused to be done or performed by its employees or workers in the course of its/their activities under this Contract.
- 11.5. Whenever any claim against the bidder for payment of a sum of money arises out of or under the contract, Goa Natural Gas Pvt Ltd. shall be entitled to recover such sum by appropriating, in part or whole part of the security. In the event of security being insufficient or if no security has been taken from the bidder then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the company should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Goa Natural Gas Pvt Ltd. on demand the balance remaining due.
- 11.6. Contractor shall accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold Owner harmless for any liability or penalty which may be imposed by the Central, State, Local authority also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of or by reason of the work provided for may by this contract whether brought

by employee of the contractor by third parties or by Central Government, State Government of Local authority for the following acts and liabilities

- i. Workmen compensation & Employer's insurance.
- ii. Accident or injury to workmen.
- iii. Damage to Goa Natural Gas Pvt Ltd. property or to any person or third party.
- iv. Payment of wages act.
- v. Any other insurance required law or regulations.

11.7. Contractor must indemnify Goa Natural Gas Pvt Ltd employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor various central / state / local self-body laws / enactments in this respect.

11.8. Contractor will be solely responsible for any consequences under laws arising out of any accidents caused to property / persons due to the negligence of the contract employees. The contractor shall also be responsible for any claim / compensation that arises due to damage / cause of injuries / disabilities / death etc. during the contract period of the contract employees. Goa Natural Gas Pvt Ltd will not be responsible for any claim / compensation that arises due to damages / injuries under any circumstances in which the equipment is engaged for Goa Natural Gas Pvt Ltd. duty.

12. Order of precedence of Documents: In case of contradiction between Indian Standard, General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Rates, the following shall prevail in order of precedence:

- 12.1. Letter of acceptance along with statement of Agreed variations.
- 12.2. Letter of Intent / Fax of Acceptance
- 12.3. Schedule of Rates, Scope of Work as enclosures to letter of acceptance
- 12.4. Job Specifications & Drawings
- 12.5. Technical / Material Specifications
- 12.6. Special Conditions of Contract
- 12.7. General Conditions of Contract
- 12.8. Indian Standards
- 12.9. Other Applicable Standards

13. Measurement of Works: Payment will be made on the basis of joint measurements carried out by the contractor and Goa Natural Gas Pvt Ltd, duly certified by Nominated Site-In- Charge. Indian Standard Method of measurement (IS:1200) as last amended, shall be referred for measurement purposes wherever applicable.

14. Work Specifications and Standards:

- 14.1. All the specifications for the work shall be as per 'Scope of Work & Technical Specifications' and 'SOR', which are self-explanatory. However, wherever required, concerned Bureau of Indian Standards shall be referred and the decision of the Goa Natural Gas Pvt Ltd shall be final and binding on the contractor.
- 14.2. The job shall conform to the PNGRB, T4S, Relevant Indian Standards, Codes & Specifications, and Codes of Practice, as modified till date, & CPWD Specifications, Petroleum & Explosives Safety Organization (PESO) Nagpur, Chief Fire Officer (CFO) etc., and any other statutory authorities from time to time at the Site as applicable. Any other Standard not mentioned above, but considered necessary for the satisfactory performance of the job shall also be applicable.
- 14.3. Contractor shall observe in addition to Codes specified in respective specification, Technical Specifications, Drawings (tentative), Job Specifications, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall

be responsible for extra costs arising from violations of the same. The contractor shall carry out the work in accordance with the requirement of latest relevant applicable standards, this specification, Latest PNGRB Guidelines, ASME B31.8 - Gas Transmission and Distribution Piping Systems, and the American Gas Association Document - Purging Principles and Practice. and Goa Natural Gas Pvt Ltd approved procedures. Should the contractor find any discrepancy, ambiguity or conflict in or between any of the Standards and the contract documents, then this should be promptly referred to the Engineer-in-Charge (Goa Natural Gas Pvt Ltd) for his decision, which shall be considered binding on the contractor.

14.4. Whenever it is mentioned in the specification that the contractor shall perform and execute the certain work or provide certain facilities, it is understood that the contractor shall do at his own cost and the Contract price shall be deemed to have included cost of such performances and provisions, so mentioned.

14.5. All the Supply Material shall be from the approved vendor's list only. The Approved Vendor List is attached. Any supply material must confirm to the applicable Indian Standards.

15. Contractor's Scope of Supply:

15.1. Contractor shall provide to their staff appropriate tools, tackles, equipment, PPEs, measuring instruments and conveyance for proper execution of the job, as detailed in the Scope of Work -Technical of the tender document. It shall be the contractor's responsibility to provide and maintain all the tools & tackles in good working condition during the entire contract period.

16. Contractor should follow all security rules and regulations of Goa Natural Gas Pvt Ltd. Contractor shall provide all safety gears for safe working to his personnel such as safety shoes, helmets, gloves etc. at his own cost. Contract personnel without wearing prescribed uniform and safety shoes shall not be allowed to work at site.

17. **Unsatisfactory Service:** If at any moment Goa Natural Gas Pvt Ltd feels that the services provided are not satisfactory, Goa Natural Gas Pvt Ltd. reserves the right to De-hire the services immediately and in that case the Contractor will not be paid any Compensation and his Security Deposit will be forfeited.

18. Health Safety and Environment (HSE) Management:

18.1. After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractors & Client. The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per Goa Natural Gas Pvt Ltd. Specification and General Conditions of Contract.

18.2. It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and Goa Natural Gas Pvt Ltd safety standards. The Contractor's operatives shall be given training in site safety by the trained person under supervision of Goa Natural Gas Pvt Ltd. No work will be allowed without Proper PPE to the workers.

19. Schedule of Rates (SOR):

19.1. The "SOR" shall be read in conjunction with "SCC –Technical & SCC- Commercial", "GCC", and any other document forming a part of this Contract. The quantities indicated in the "SOR" for the various items are only approximate/ indicative, and are subject to

variations on both ways, as per the stipulation made in "GCC".

- 19.2. Goa Natural Gas Pvt Ltd. will not give guarantee to execution of full quantities & supply items mentioned in the SOR.
- 19.3. In case quantity exceeds the SOR qty., contractor shall execute / supply material as per the requirement on the same rates quoted in SOR.
- 19.4. All items of work in the "SOR" shall be carried out as per the specifications, relevant codes, drawings and instructions of the Goa Natural Gas Pvt Ltd and the quoted rates are deemed to be inclusive of all materials, consumables, labour, supervision, tools & tackles, cost of various tests, inspections as well as preparatory, incidental, intermediate/auxiliary / ancillary or enabling works.
- 19.5. The bidders are to quote for all the SOR items for entire Quantity and entire scope of work of SOR failing to this the bid shall be liable for rejection.

- 20. Abnormally High Rated Items (AHR):** In the rate contract/item rate portion of contract, where the contractors quoted rate for the items exceeds 50% of the estimated rate such rates will be considered as abnormally High Rates (AHR) and payment of AHR items beyond the SOR quantities shall be made as under:

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

I) Rates as per SOR, quoted by the Contractor.

II) Rate of the item, which shall be derived as follows:

- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses."

21. Damage of Existing System and Personnel:

- 21.1. The Job must be carried with utmost safety and Goa Natural Gas Pvt Ltd. equipment should not get disturbed / affected due to execution of jobs by the Contractor. Care should be taken for the existing system. In case of damage to any existing system or equipment resulting out of the execution of the jobs under this contract, contractor would be held responsible and the affected equipment / system must be restored to normalcy by the contractor. Goa Natural Gas Pvt Ltd reserves the right to get the job done by other agencies at the risk and cost of the contractor if he fails to take corrective actions for the damaged /affected systems and shall deduct necessary amount from contractor's bills for such rectification jobs.
- 21.2. Contractor is totally responsible for the safety of his personnel and Goa Natural Gas Pvt Ltd shall not pay/accountable for any compensation in this regard in the event of any unsafe acts / practices etc.

- 22. Site Office:** The contractor to establish his site office in North Goa and Ponda and furnish all details like address, telephone number etc. to the Goa Natural Gas Pvt Ltd if required.

- 23.** Measurement shall be recorded as per the methods of measurement spelt out in Specifications/Contract Documents. The responsibility for checking the measurements

as recorded in the Measurement Books/Bills shall be as under:

- a) Site-in- charge/Site Engineer will check 100% measurements of executed work. (Incharge of each control room/ site office or his authorized representative will be the Site-in-charge of this contract)
- b) EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site engineer is not available, EIC will check 100% measurements of executed work.
- c) An officer in the department at least one level above EIC, will check measurements of 5% of bill value. In case, above mentioned higher level officer is EIC, then he will check measurements of 20% of bill value.

Scope of work

For O&M SERVICES in North Goa GA

The Scope of Work for the Agency/Contractor shall include but not limited to the items mentioned below. The Agency/Contractor shall ensure proper upkeep and operational readiness of the CGD installations in normal working state at all times. Also, the contractor has to provide basic arrangements on agreeable terms that may be required in situations of emergencies.

Key essence for Safe Operation: The key essence of safe CGD Operations is to protect against any third-Party damages and maintain the network in safe manner. It is possible by Timely Gathering Information about any Third-Party Activity in the vicinity of Gas Pipeline and making them familiar with the Gas Pipeline Network. The Contractor has to equip with all the possible ways/tools/methods in gathering such information and act on the same immediately to avoid any exigency. One of the Prime responsibilities of the Contract is to have robust Patrolling and developing effective lesioning with various stakeholders in collecting information about Third Party Activities in the vicinity of Gas Pipeline. Frequent Failure in collecting such information and consequent damages to PNG Network has potential to damage image of the GNGPL, which needs to be taken care seriously.

The contract for Operations & Maintenance of CGD Network in Geographical area of North-Goa and Ponda shall be Annual Rate Contract (ARC) for period of 2 years.

To attend the MDPE pipeline damages by repairing in the minimum possible time. The contractor has to mobilize to the site immediately and restoration / repair should start within 30 minutes from the receipt of information regarding the emergency. The contractor should deploy suitable manpower (civil & fitter etc.) capable of attending the job professionally. Delay in mobilization and start of repair jobs shall attract penalty. The manpower deployed for Operations team shall not be disturbed for attending the emergency works.

1. The MDPE pipes of all sizes, Meters & regulators shall be free issue Material to the contractor and the contractor shall maintain records of these materials and reconcile periodically. All the above material shall be issued at GNGPL store and transport to O&M office or site shall be responsibility of the contractor. All material such as Fittings, valves, saddles fusion machine, generator etc. required for repair and maintenance of MDPE network shall be procured by contractor. A minimum inventory for consumable needs to be maintained during the course of contract. However, the unused quantities of MDPE fittings shall be taken by GNGPL at invoice price at the time of closure of contract. All material shall be procured from the approved make by GNGPL. List of approved makes is attached elsewhere. (Minimum inventory required –List)
2. **Any exigencies and consequents due to delay in attending the gas leaks and closing the isolation valves shall be borne by the Contractor and any legal issues / Compensations due to negligence of the contractor team shall be borne by the Contractor without any liability to GNGPL. It is the responsibility of the contractor to maintain better Liaison with local authority, public & police to deal with any such exigencies.**
3. Various maintenance activities shall be communicated to the supervisor time to time by GNGPL and these shall be completed in stipulated time as per the specifications and standards provide by GNGPL.

4. Other jobs/activities in the Scope of the Contractor

The work force deployed by the contractor shall follow safe/standard operating procedure (SOP) along with the instructions/recommendation as given by GNGPL from time to time and strictly followed to ensure safety.

SCOPE OF WORK RESPECTIVE SCHEDULE OF RATES DESCRIPTION

At any point of time, payment for any job shall be done by single SOR item only for a specific job covered under the scope of that SOR and payment for other SOR items can't be claimed separately for completion of the Job. For example, for laying of pipeline in Open Cut, if JCB/Rock breaker are used for excavation, the item for laying of Pipeline through open cut shall include all such costs and no separate payment for hiring of JCB/Rock Breaker shall be made for completion of the Job. Wherever, the scope of work under any SOR includes excavation, the rate for such item shall include all the expenditures for completion of Excavation job and no additional payment shall be made.

1. Hiring of Earth Moving Equipment (JCB):

This item of SOR shall be operated only when JCB is to be deployed as per the instructions of GNGPL Representative for executing specific Job. Whenever any other job listed in the other SOR items wherever, requirement of JCB is required for excavation, the rates for those specific SOR items shall include the cost towards deployment of JCB and no extra payment shall be made.

- Providing Earth Moving Equipment (JCB) with fuel, driver/operator, transportation with all tools, tackles and consumables required for excavation in all types of soil during MDPE/steel pipeline repair / restoration works, other maintenance jobs etc. Payment for deployment of Earth Moving Equipment (JCB) shall be done on hourly basis.
- Operating time of Earth Moving Equipment (JCB) shall be considered from the time of deployment at site.
- Rates are inclusive of lesioning with statutory authorities, other utility agencies and settlement of third-party claims for damages by Earth Moving Equipment (JCB).

2. Hiring of Hydra / Crane:

This item of SOR shall be operated only when Hydra / Crane is to be deployed as per the instructions of GNGPL Representative for executing specific Job. Whenever any other job listed in the other SOR items wherever, requirement of Hydra / Crane is required, the rates for those specific SOR items shall include the cost towards deployment of Hydra / Crane and no extra payment shall be made.

- Providing Hydra / Crane with fuel, driver/operator, transportation with all tools, tackles and consumables required for excavation in all types of soil during MDPE/steel pipeline repair / restoration works, any other maintenance jobs etc. Payment for deployment of Hydra / Crane shall be done on hourly basis.
- Operating time of Hydra / Crane shall be considered from the time of deployment at site.
- Rates are inclusive of lesioning with statutory authorities, other utility agencies and settlement of third-party claims for damages by Hydra / Crane.

3. Hiring of Tractor Mounted RCC / Rock Breaker:

This item of SOR shall be operated only when RCC/Rock Breaker is to be deployed as per the instructions of GNGPL Representative for executing specific Job. Whenever any other job listed in the other SOR items wherever, requirement of RCC/Rock Breaker is required for that job execution, the rates for those specific SOR items shall include the cost towards deployment of RCC/Rock Breaker and no extra payment shall be made.

- Providing Tractor Mounted RCC / Rock Breaker with Air Compressor / Pump fuel, driver/operator, transportation with all tools, tackles and consumables required for excavation in all types of soil during MDPE/steel pipeline repair works, other maintenance jobs etc. within stipulated time frame. Payment for deployment of Tractor Mounted RCC / Rock Breaker shall be done on hourly basis.
- Operating time of Tractor Mounted RCC / Rock Breaker shall be considered from the time of deployment at site.
Rates are inclusive of liaisoning with statutory authorities, other utility agencies and settlement of third-party claims for damages by RCC / Rock Breaker.

4. Hiring of Tractor Mounted Air Compressor:

This item of SOR shall be operated only when Air Compressor is to be deployed as per the instructions of GNGPL Representative for executing specific Job. Whenever any other job listed in the other SOR items wherever, requirement of Air Compressor is required for that job execution, the rates for those specific SOR items shall include the cost towards deployment of Air Compressor and no extra payment shall be made.

- Providing Tractor Mounted Air Compressor with fuel, driver/operator, transportation with all tools, tackles and consumables required for flushing and de chocking of MDPE pipelines and any other maintenance jobs etc. Payment for deployment of Tractor Mounted Air Compressor shall be done on hourly basis.
- Operating time of Tractor Mounted Air Compressor shall be considered from the time of deployment at site.
- GI Pipe, Isolation Valves, Pressure gauge and other material required for connecting Air Compressor outlet to transition Fitting of MDPE Pipeline shall be in the scope of the contractor. No additional payment shall be made for the same.

5. Hiring of Generator Set:

- Providing Tractor Mounted Generator Set (Diesel / Petrol) of 415V, 50 Hz, upto 30 KVA rating with acoustic enclosure along with driver/operator, transportation with all tools, tackles, fuel and consumables required for attending MDPE/steel pipeline damage repairing, other maintenance jobs etc. Payment for deployment of Tractor Mounted Generator Set shall be done on hourly basis.
- Operating time of Generator Set shall be considered from the time of deployment at site.

6. Supply, Fabrication and Installation of New Pipeline Markers:

6.a. RCC Markers: Fabrication, Casting and Installation of RCC Markers in all type of soil as per drawings. RCC Markers shall be constructed by cement concrete of grade as per the technical specifications and drawings [1:2:4 (1 cement: 2 coarse sands: 4 graded stone

aggregate 20 mm nominal size)] and applying a priming coat of good quality primer complete in all respect. Painting and engraved lettering of RCC markers as per specifications and drawings by using synthetic enamel paint of standard make like Asian paints/Berger paints including cost of material. Job shall be carried out as per drawings, technical specifications & instruction of Engineer In-Charge. RCC Pipeline Markers should be painted and lettered with minimum three or more coats of specified color paint. Marker shall be grouted in Cement concrete of 1:2:4 grade with pit size 30x30x45CM.

6.b. Plate Marker: Providing and fixing Plate marker of approved size and design to the houses/apartment etc. where PNG is being supplied.

6.c. Steel Pole Markers: Fabrication and Installation of Steel Pole Markers as per drawings. Structural steel work welded in built up sections, trusses & framed work including cutting, hoisting, fixing in position and applying a priming coat of good quality steel primer complete in all respect. Painting and lettering of warning markers as per drawings in Konkani/Hindi and English both by using synthetic enamel paint of standard make like Asian paints etc. including cost of material. Job shall be carried out as per drawings, technical specifications & instruction of Engineer In-Charge. Steel Pole Markers should be painted and lettered with minimum three or more coats of specified color paint. The grouting of Marker shall be with 1:2:4 grade Cement concrete having pit size 45x45x60CM including excavation and removal of excess soil in all type of soil/surface.

Rates are inclusive of transportation, loading and unloading of pipeline markers, lesioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while excavation and restoration jobs.

7. Repair & Reinstallation of Pipeline Markers:

- Re-installation of Uprooted Markers-RCC, Pole, all types of Markers: Reinstallation of Route Markers / Pole Markers/plate marker as per the attached drawings, along the route / along boundary wall, lamp posts including all associated civil works such as excavation and construction in all types of soils, construction of pedestals and grouting with concrete, cleaning, restoration of area to original condition and performing all works as per drawings, specification and instruction of Engineer-in-Charge. Contractor will provide a list of installation or reinstallation of markers to control room in charge and get their approval before start of work. The rate also includes lesioning with statutory bodies etc.

8. Painting & Stenciling of Pipeline Markers / DRS / MRS/Fencing/Pipeline:

- Cleaning, supply and application of approved color and quality of primer and paint, stenciling as per instruction of Engineer-in-Charge. The rate also includes lesioning with statutory bodies etc. The scope is for all types of markers up to 10 Digits/ Characters on individual markers. Contractor will provide a list of stenciling of markers to control room in charge and get their approval before start of work. In case of exceeding 10 digits/ characters on individual markers, payment shall be done on multiples of this SOR. Stenciling on marker including cleaning of marker surface, painting background with yellow paint, GNGPL Logo, 03 telephone numbers each having 10 digits, matter writing in Hindi / English as per drawing, through use of stencil etc. The font size shall be tentatively of 2 to 2.5 inches for each digit. The size and font however may vary with time. The rate shall be per marker. All tools and tackles are in contractor's scope.

9. Repairing MDPE pipeline damages in Gasified / Non-Gasified area (without excavation, backfilling & restoration):

This item of SOR shall be operated whenever MDPE pipeline of all sizes is damaged by Third Party while laying their utility and all the support for restoration viz. making arrangement for JCB, Excavation for major portion, backfilling etc. are extended by the Third Party at site. Quoted rates shall include the cost for all material, manpower, equipment's, machineries and consumables for completion of the Job.

- Operation and Maintenance team with required manpower shall reach the pipeline damage location within defined Turn Around Time (TAT) period of 30 minutes (or) at the earliest after receiving leakage complaint.
- Scope includes providing required manpower, machinery and fittings etc. complete.
- Transportation including loading, unloading, handling of MDPE Pipes, Fittings, Diesel Generator, De-Watering Pump, Electro-Fusion Machine, MDPE Squeezers (both manual and hydraulic) etc. Tools and Tackles and other equipment as mentioned in elsewhere in the tender in the scope of the contractor and are readily available for attending emergency leakages from existing MDPE charged network.
- Execution for working space and alignment for fusion joint etc. including, dewatering (if required), Jointing, testing the network after repair, purging (wherever required), commissioning and backfilling, compaction, submission of testing and commissioning report is in the scope of the contractor.
- Quoted rates are inclusive of lesioning with statutory authorities, other utility agencies and settlement of Third-party claims if required.
- **Penalty:** If the gas supply has not been restored within 2 hr., penalty of Rs 1000/ hr. delay. Additional gas loss during this time.

10. Repairing MDPE pipeline damages (with excavation, backfilling & restoration):

This SOR item shall be operated whenever MDPE pipeline is damaged by Third Party while laying their utility and the excavation of trench, Backfilling & Restoration shall be done by GNGPL. The quoted rates shall include manpower, equipment, fittings and all other Consumables required for completion of the Job.

- Operation and Maintenance team with required manpower shall reach the pipeline damage location within defined Turnaround Time (TAT) period of 30 minutes (or) at the earliest after receiving leakage complaint.
- Scope includes providing required manpower, machinery and fittings etc complete.
- Transportation including loading, unloading, handling of MDPE Pipes, Fittings, Diesel Generator, De-Watering Pump, Electro-Fusion Machine, MDPE Squeezers (both manual and hydraulic) etc. Tools and Tackles and other equipment as mentioned in Annexure -1 is in the scope of the contractor and are readily available for attending emergency leakages from existing MDPE charged network.
- Execution of the work including excavation of the pits, dewatering (if required), Jointing, testing the network after repair, purging (wherever required), commissioning and backfilling, compaction, submission of testing and commissioning report is in the scope of the contractor.
- Quoted rates are inclusive of lesioning with statutory authorities, other utility agencies and

settlement of Third-party claims if required.

- **Penalty: If the gas supply has not been restored within 4 hr., penalty of Rs 1000/hr. delay shall be applicable Additional gas loss during this time.**

11. Laying of MDPE Pipelines in all type of soil. - Open Cut /Moling Method:

- Contractor shall carryout receiving, handling, loading, transportation and unloading of GNGPL supplied MDPE pipes which is free issue materials from GNGPL designated stock yards to Site/ Contractor's Own yards/ Work Sites.
- Contractor shall carry out proper storing, stacking, identification, providing security and insurance cover for free issue materials.
- Contractor shall carryout lesioning with landowning agencies / statutory authorities, preparation of detailed route plan, making trial pits (excavated to depth of 1.5 m or more as per instructions from Engineer In-Charge) to determine the underground utilities/ services etc., obtaining permission from Land owning agencies, restoration of the abandoned excavation / trial pits to original condition, barricading the work area as per the procedures & drawings. and as per the directions of Engineer In- Charge/ Site In-Charge. The work under this SOR item shall include joining the new Pipeline laid with Existing Pipeline System.
- **Open Cut Method:** Contractor shall carryout excavation of the trench to the required depth (normally 1.5 m depth required from top of the pipe) as per instructions from Engineer In-Charge, uncoiling / stringing of pipes, lowering the MDPE pipe line in trench damping, jointing of the pipe ends/ fittings/ valves using approved electro fusion techniques as per specification by qualified personnel, padding around pipeline with suitable soil, supply and placement of PE warning mat over the pipeline along the complete route, flushing, testing, purging, commissioning, backfilling with available excavated material, compaction by putting water at subsequent layers of 150 mm, placement of all tiles/ slabs/ curb stones etc. removed during excavation.
- **Moling Method:** Contractor shall carryout Survey of the existing underground utilities, submission of Moling profile for approval as per attached technical specifications, excavation of entry and exit pits of required length, width and depth for launching of impact moling tool with launch cradle and receiving of impact moing tool, uncoiling / stringing of pipes, pulling of MDPE pipe line through the bore made by impact moling, damping, jointing of the pipe ends/ fittings/ valves using approved electro fusion techniques as per specification by qualified personnel, flushing, testing, purging, commissioning , backfilling with available excavated material, compaction of pits by watering at subsequent layers of 150 mm, placement of all tiles/ slabs/ curb stones etc. removed during excavation.
- Contractor shall carryout restoration of excavated asphalted roads, PCC / RCC pavements, footpaths etc.as the case may be and shall be made motorable wherever pipelines are laid.
Payment for restoration shall be made separately as per SOR item.
- Contractor shall submit as built drawings, graphs, reports etc. as defined in bid document and as instructed by Engineer In-Charge / Site In-Charge. Rates are inclusive of lesioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while laying of MDPE pipeline by Open cut / Moling method.

12. Laying of MDPE Pipelines by trenchless method in all type of soil including Murom, hard rock etc. – By Horizontal Directional Drilling / Boring without Casing:

- Contractor shall carryout receiving, handling, loading, transportation and unloading of GNGPL

supplied MDPE pipes which is free issue materials from GNGPL designated stock yards to Site/ Contractor's Own yards/ Work Sites.

- Contractor shall carryout proper storing, stacking, identification, providing security and insurance cover for free issue materials.
- Contractor shall carryout lesioning with landowning agencies / statutory authorities, preparation of detailed route plan, making trial pits as per instructions Engineer In- Charge to determine the underground utilities/ services etc., obtaining permission from Land owning agencies, restoration of the excavated trial pits to original condition, barricading the work area as per the procedures and drawings and as per the directions of Engineer In-Charge / Site In-Charge.
- Contractor shall carryout Survey of the existing underground utilities, submission of HDD / Boring profile for MDPE pipeline for approval as per attached technical specifications, excavation of entry and exit pits of required length, width and depth for launching and receiving of HDD pilot, uncoiling / stringing of pipes, pulling of MDPE pipe through the bore made by HDD Pilot, damping, jointing of the pipe / fittings/ valves using approved electro fusion techniques as per specification by qualified personnel, padding around pipeline in the pit with suitable soil, supply and placement of PE warning mat over the pipeline in the pit, flushing, testing, purging, commissioning , backfilling with available excavated material, removal of excess soil, compaction with watering at subsequent layers of 150 mm, placement of all tiles/ slabs/ curb stones etc. removed during excavation.
- Contractor shall carryout restoration of excavated asphalted roads, PCC / RCC pavements, footpaths etc. and shall be made motorable wherever pipelines are laid. **Payment for restoration shall be made separately as per SOR item.**
- Contractor shall submit as built drawings, graphs, reports etc. as defined in bid document and as instructed by Engineer In-Charge / Site In-Charge.
- Rates are inclusive of lesioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while laying of MDPE pipeline by HDD method.

13. Excavation in all type of soil in trenches / pits & Restoration of the area

- Excavation in all type of soil by Manual or Mechanical means required for pits of all sizes/ trenches for a width of D+500 mm on each side of pipe and exposing the pipeline from top up to 500mm below the bottom of Pipeline including the stacking of excavated earth, lead up to 50m, stacked earth to be leveled and neatly dressed as per instructions of Engineer In-Charge / Site In-Charge.
- Contractor shall carryout lesioning with landowning agencies / statutory authorities, preparation of detailed route plan, making trial pits (excavated to depth of 1.5 m or more as per instructions from Engineer In-Charge) to determine the underground utilities/ services etc., obtaining permission from Land owning agencies, barricading the work area.
- Contractor shall take utmost care while carrying out excavation of soil above the pipeline which is carrying highly inflammable natural gas. Chiseling, Hammering, excavation with earth moving equipment etc. shall not be carried out on the pipeline surface in any case.
- Contractor shall exercise care to see that the fresh soil recovered from trenching operation intended to be used for backfilling over the laid pipe in the trench is not mixed with loose debris or foreign matter.

- Contractor shall be responsible for making all necessary arrangement to remove or pump out water from the trench or from wet area, if required during excavation and repairing jobs that are in progress, without any extra cost/liability to the GNGPL.
- Backfilling excavated earth (excluding rock) in trenches in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering as per instructions of Engineer In-Charge / Site In-Charge.

Restoration of Road surface

- Contractor shall carryout restoration of excavated asphalted roads, PCC / RCC pavements, footpaths etc and shall be made motorable wherever excavation is carried out.
- Contractor shall supply approved quality material, testing of materials by third party agencies (if required) as per technical specifications / CPWD / IRC Standards, submission of the restoration reports. NOC from local authorities (if required) will be as per direction of Engineer In-Charge / Site In-Charge to be obtained by successful bidder. It includes cases, where excavation was carried out to repair the damaged section of pipelines where the trench settles despite earlier restoration.
- **Restoration shall withstand at least One Year from date of completion; else the restoration shall be done again by the contractor without any additional cost.**
- Rates are inclusive of lesioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while excavation and restoration jobs.

14. Installation of Service Regulator (SR):

- Location for Installation of service regulator shall be decided by EIC
- Contractor shall ensure that the Service Regulator module is installed and supported on a bed of firmly compacted as per the drawing provided in this document.
- The SR module shall be supplied with pre-tested and ready for installation by GNGPL and frame mounted with housing or canopy will be provided by contractor.
- Contractor shall carry out all the necessary excavation/breaking of surface (Tar/RCC) etc. For Installation of Service regulator module as per the foundation drawing /specification attached
- Installation of Service Regulator should be in such a position that Flow direction of Service Regulator and gas flow in pipeline is in the same direction while connecting upstream and downstream of PE network
- Contractor shall ensure that usage of 90-degree EF elbow, Coupler for hook-up of the Service Regulator for 63mm and above size pipeline
- Contractor shall apply Golden yellow color on foundation of Service Regulator
- Contractor shall connect inlet and outlet of service regulator module by appropriate EF fitting with transition fitting of SR module
- Contractor shall carry out functional testing of service regulator and carry out leak test prior to commissioning of service regulator as per instruction of EIC.
- Contractor shall carry out leak test of all the joints of Service Regulator module with soap solution during commissioning as per the instruction of EIC.

15. Shifting work of Service Regulator:

- Location for Installation of service regulator shall be decided by EIC.
- Contractor shall ensure that the Service Regulator module is installed and supported on a bed

- of firmly compacted as per the drawing provided in this document.
- Contractor shall carry out all the necessary excavation/breaking of surface (Tar/RCC) etc.
- For Installation of Service regulator module as per the foundation drawing /specification attached.
- Installation of Service Regulator should be in such a position that Flow direction of Service Regulator and gas flow in pipeline is in the same direction while connecting upstream and downstream of PE network.
- Contractor shall ensure that usage of 90-degree EF elbow, Coupler for hook-up of the Service Regulator for 63mm and above size pipeline
- Contractor shall apply Golden yellow color on foundation of Service Regulator.
- Contractor shall connect inlet and outlet of service regulator module by appropriate EF fitting with transition fitting of SR module.
- Contractor shall carry out functional testing of service regulator and carry out leak test prior to commissioning of service regulator as per instruction of EIC.
- Contractor shall carry out leak test of all the joints of Service Regulator module with soap solution during commissioning as per the instruction of EIC.

16. Fabrication & Erection of New Valve Chamber:

16.a. The size of Valve Chambers (MDPE) would be 1mX1mX1.5m (L*B*D) or of lesser size. The tentative drawing of Valve Chamber is attached in Technical Specification.

- Contractor shall carryout all civil works including supply of manpower, materials, excavation of pit, piping supports including all PCC, RCC and Brick works for valve pits, addition of water proofing agent, pedestals with insert plates as required, sealing of pipe at pits, providing heavy duty cover etc., finishing, clean up, dewatering (if required) and restoration as per drawings, technical specifications & instruction of Engineer In-Charge.
- Contractor shall also carryout installation of MDPE valve (If required) in valve chamber with required squeezing of charged gas pipeline network, cutting, cleaning, scrapping, electro-fusion jointing, testing and commissioning of gas pipeline network.
- Rates are inclusive of lesioning with landowning agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs.

16.b. Fabrication of Valve Chamber Cover (new) along with precast RCC frame:

- Contractor shall supply heavy duty RCC value chamber cover of existing chambers. The item includes removing existing damaged cover and placing new cover with tools and tackles and manpower etc. complete. The drgs of the cover shall be provided as per the site requirement.
- Rates are inclusive of lesioning with landowning agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs.

17. Supply & providing of GI sleeves with pedestal:

Supply & installation of GI Sleeves, 1" NB x 300 mm length GI Sleeve, 2.5" NB x 300 mm length GI Sleeve for domestic connections, 3" & 4" NB x 300 mm length GI Sleeve for commercial and industrial installations, excavation, breaking through any obstructions, Squeezing of MDPE pipe near to Transition fittings, dismantle of regulator, shutdown the riser /individual connections, insertion of GI pipe, sealing the annulus, firm fixing of the sleeves with concrete mix, preparation

of pedestal & restoration of excavated pits within the size of pedestal as per instruction of EIC. The rate includes lesioning with statutory bodies if required and no separate rates are payable.

18. Minimum Inventory. Tools and Tackles to be maintained for O&M office under North Goa GA.

For smooth operation & maintenance of PNG network already developed or being developed in various part of North Goa such as Ponda, Tiswadi, Bardez and other Talukas, GNGPL intends to provide Minimum inventory at O&M Office. which can handle the whole operation of North Goa where GNGPL network is available.

The Minimum inventory to be maintained by successful bidders shall be such that it should be available in O&M Store at any time. The Minimum inventory to be maintained max 30 days from the date of intimation.

The Minimum inventory will be verified by GNGPL each fortnightly.

Penalty: If Minimum inventory is not provided within 15 days from the date of intimation / LOA issue, penalty of Rs 500 Per day of delay shall be applicable.

During fortnightly verification, If Minimum inventory found fail to maintain then vendor will have to maintain within one week. If again failed to maintain the inventory, penalty of Rs 200 Per day of delay shall be applicable.

The scope and description shall remain same for above item as described earlier.

19. Testing of MDPE Pipeline (All Diameter)

Leak Test Procedure on Commissioned MDPE Natural Gas Pipeline

1. Objective:

To safely detect leaks in an **already commissioned MDPE pipeline** carrying natural gas, without interrupting supply, and ensure continued safe operation of the CGD network.

2. Scope:

Applicable to:

- MDPE service lines (20mm to 125mm OD)
- Commissioned mains & service pipelines in populated areas
- Pipelines operating under **low pressure (typically <100 mbar)**

3. Applicable Standards:

- PNGRB T4S Regulations
- ASME B31.8 (Gas Transmission & Distribution)
- OISD-226 & 179 (Gas Safety)
- ASTM D2513 (for MDPE piping systems)

4. Safety Precautions (MUST FOLLOW):

- **Do not apply pressure** beyond line's operating limits.
- Use **only non-flammable test methods** (NO open flames).
- Keep **fire extinguisher and emergency kit** on-site Wear **PPE**
- Ensure **gas detectors are calibrated and certified**.

5. Tools & Materials Required:

- Portable **gas leak detector** (methane-specific, %LEL or ppm range)/ Laser Gas Detector Device Provide by GNGPL
- **Soap solution** (approved, non-corrosive)
- Site layout or route map
- Calibrated pressure gauge (if accessible test points exist)
- Warning signs, barricading tape, first aid kit

6. Procedure Steps:

A. Site Preparation:

1. Notify consumer or stakeholder of the activity.
2. Identify pipeline layout: locate valves, joints, tapping points, etc.
3. Visually inspect for:
 - Exposed pipes
 - Odour of gas
 - Signs of vegetation burn or soil bubbles (in buried areas)
4. Mark test zones based on service length or complaint location.

B. Leak Detection Methods:

Method 1: Gas Leak Detector (Preferred for MDPE)

1. Turn on and calibrate the **portable methane detector**.
2. Hold probe within 2–5 cm of pipeline surface or exposed joint.
3. Slowly scan:
 - Service tees
 - Saddle points
 - Transition fittings (MDPE to GI/steel)
 - Aboveground riser base and valves
4. For **buried sections**, insert the probe near soil (sniffing holes if available).
5. Mark elevated readings (ppm or %LEL). Typical alarm thresholds:
 - 10 ppm = minor leak
 - 100 ppm = actionable leak
 - 1% LEL = serious leak — initiate emergency response

Method 2: Soap Solution Test (For exposed or accessible sections)

1. Apply soap solution liberally to:
 - Transition joints
 - Compression fittings
 - Valves and tapping connections
2. Observe for **bubble formation** indicating leakage.
3. For buried joints, carefully expose only as per safety protocol.

7. Action Upon Leak Detection:

- **Minor leak:**
 - Tag the location.
 - Schedule for planned shutdown and repair.
- **Major/visible leak or >1% LEL:**
 - **Immediately isolate** the section.
 - Inform control room and implement **emergency shutdown procedures**.
 - Vent and purge pipeline if necessary.

8. Post-Test Activities:

- Document leak points and actions taken.
- If no leaks found, record "Leak not detected" with test date/time.
- Clean area and ensure pipeline is safely restored.
- For confirmed leak repair, repeat the leak test post-repair.

9. Documentation Required:

Prepare a **Leak Test Log Sheet** with:

- Date, time, location
- Pipeline section (BP No./Customer ID/Service No.)
- Instrument used (Gas Detector Serial No.)
- Leak found: Y/N
- Action taken
- Team name and signatures

Notes:

- Never pressurize an MDPE live line for leak testing — only use detection methods.
- Any joint exposed for leak confirmation must be reburied as per T4S standards with warning mesh.
- Maintain a centralized leak test report log for audit and safety review.

Rates are inclusive of required manpower, tools & trackless, and other consumable items (excluding MDPE valves) during the activity, liaising with the agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs (AS per SOR if required).

20. Testing of GI Pipeline (All Diameter)

Leak Test Procedure on Commissioned GI Natural Gas Pipeline

1. Objective:

To detect any gas leakage in an **already commissioned GI pipeline** carrying natural gas, without disrupting gas supply, ensuring safety and compliance.

2. Scope:

- Applicable to **domestic, commercial, and industrial GI pipelines**
- Includes risers, aboveground piping, valves, and joints
- For routine inspections, complaint resolution, and safety audits

3. Safety Precautions:

- Follow all PNGRB safety protocols
- Ensure **flammable materials are cleared from the area**
- Use **flameproof or intrinsically safe equipment**
- Keep **fire extinguishers and first aid kit** at site
- Ensure **gas detectors are calibrated**

4. Tools & Materials Required:

- Laser Gas Detector Device Provide by GNGPL
- Portable **gas leak detector** (Combustible Gas Detector – LEL range) Provide by GNGPL

- **Soap solution spray** (non-corrosive, approved type)
- **Calibrated pressure gauge** (if test point available)
- **Fire extinguisher**, safety cones, PPE

5. Procedure Steps:

A. Initial Checks:

1. Inform the consumer and get written permission (if required).
2. Identify the entire GI pipeline route and all joints/fittings.
3. Check for unusual gas smell or hissing sounds before testing.

B. Leak Detection Methods:

Method 1: Soap Solution Test

- Apply soap solution to:
 - All threaded joints
 - Valves (inlet/outlet/spindle)
 - Union joints and elbows
 - Regulator connections and service tees
- Observe for **bubble formation** (indicates leakage).
- Mark and record leak locations.

Method 2: Gas Detector/ RMLD Device

- Use a handheld **gas leak detector** with sensitivity in ppm or %LEL.
- Scan joints and valves slowly (about 2–3 cm from surface).
- Pay special attention to:
 - Metering set connections
 - Burner tee joints
 - Valve stems
- Note any detector alarm or elevated reading.

6. Action on Leak Detection:

- If leak found:
 - Tag the location.
 - Stop gas supply (**if severe leak**).
 - Repair immediately (tighten joint, replace fittings).
 - **Retest the joint** after repair.
- If no leak:
 - Record “No leak found” with time, location, and instrument used.

7. Documentation:

Prepare a **Leak Test Record** with:

- Date & time
- Consumer BP No./Connection ID
- Pipe size, pressure (if applicable)
- Test method used
- Leak found (Y/N) with exact location
- Action taken
- Names and signatures of technician and customer (optional)

8. Frequency of Testing:

As decided By GNGPL EIC

Notes:

- **Do not over pressurize** or tamper with operational lines.
- Use **only approved materials** and methods in live gas environments.
- If major leak is found, follow emergency isolation protocols.

Rates are inclusive of required manpower, tools & trackless, and other consumable items during the activity, liaising with the agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs.

21. Supply of Nitrogen:

Pure nitrogen along with the test certificate is to be supplied by the contractor in cylinders at the location informed by GNGPL. Nitrogen shall be used by GNGPL for purging or testing purpose.

22. Supply of additional Manpower:

The scope includes supply of un-skilled / semi-skilled manpower for any particular job not covered in the SOR anywhere for meeting any special exigencies as per the instruction of EIC/GNGPL Representative.

23. Earthing Maintenance work

- The scope includes activities for maintenance of earth pits installed at various locations in North Goa GA such as supply & installation of chamber cover plate, Earthing compound bag, Earthing copper bonded wire, Supply & Installation of GI Streep, Repair of Chamber of existing Earth Pit etc.
- Calibration is also under the scope of the Vendor on an annual basis as per the SOR item mentioned. The vendor is likely required to provide detailed reports or certificates of calibration, which may be audited or reviewed by the client to ensure that the calibration has been conducted properly.
- Electrical earthing system shall be constructed and maintained in accordance with IS:3043/OISD-137/OISD-147/OISD-226

24. Making of holes for GI / Copper piping

- This includes Core cutting in RCC, Brick wall, Granite etc. of required dia. and depth for providing GI piping / MDPE piping etc with all necessary machine and Manpower.

25. Flushing, Purging, Testing & Commissioning of PE network

TESTING:

Pressure testing will be carried out with compressed air (free from oil and greases). Compressed air will be provided by Contractor for testing purposes and is to be included in the laying rates.

For main pipeline laying, the Contractor shall perform progressive pressure testing to ensure no leaks in long lengths of pipe. The test pressure shall be 6.0 bar (g), and there shall be no unaccountable pressure loss during the test period.

Overall scheme drawing for pressure testing shall be prepared by the contractor and get approval from Owner/Owner representative.

For main line the test duration shall be 24 Hrs. with these tests, the pressure should be allowed to stabilize for a period of 30 minutes after pressurization. The holding period may then commence and continue for 24 hours. Measuring instruments shall have been calibrated and their accuracy and sensitivity confirmed. For testing of Network, calibrated pressure gauges of suitable range shall be supplied by the contractor. The pressure gauges shall be calibrated from time to time as desired by EIC. All testing shall be witnessed and approved by the EIC or his delegated representative. Tie-in joints may be tested at working pressure following commissioning. In special cases, where the mainline length is less than 500 mtrs, holding period for testing may be reduced to 4 hrs.

For service lines up to a length of 15 mtrs testing will be carried out independently of the testing of the mains (if service line is laid separately after commissioning of mainline) for which the test duration may be reduced to 30 minutes at 6 bar (g) pressure. The service line testing in this case will be performed after the service line installation is complete but before the service line tee has been tapped. Also, in some cases the tapping of the service tee will be delayed pending the completion and purging of the main pipelines.

PURGING:

Purging shall be carried out in accordance with the principles defined in the American Gas Association publication "Purging Principles and Practice".

The Contractor shall also provide nitrogen required for purging as per the direction of Site In-charge. Nitrogen shall be supplied in labeled, tested and certified cylinders and completed with all necessary regulators, hoses and connections, which will be in good and working condition. No separate payment shall be paid for supplying Nitrogen cylinders for purging and is included in the laying rates. Before purging cylinder should be checked for containing Nitrogen only.

In addition, the Contractor shall submit purging plan and get approval from Owner / Owner representative before commencing any purging work. The Plan shall include, but not be limited to the provision of the following materials and equipment: Personal Safety Equipment, Fire Extinguisher, Purging Adaptor, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squash-off tool, Polyethylene connecting pipe.

The Plan shall also include the purging process along with detail on the sequence of events. The process is to also specifically mention the need to lay a wet cloth over the PE main and in contact with the ground, to disperse static electricity during the purging work.

A purge stack with flame trap shall be used when purging services. Care shall be taken to ensure that the purge outlet is so located that vent gas cannot drift into buildings.

Contractor shall provide the required personnel, Vehicles, labor, supervision, tools, equipment, instruments and technical assistance for performance tests and commissioning activities as per requirement / satisfaction of Owner /Owner's Representative. Commissioning of gas in the tested PE line shall be done as per the approved procedure.

26. Supply & Installation, Testing & Commissioning of GI pipes:

- The scope in SOR is to extend the GI service network of sizes ½" to 1" diameter from the

Isolation valve on the existing riser / lateral to individual house till the Meter Installation including the Service Regulator. This job shall be executed as and when the customer is ready to take PNG supply for his house. However, the network including Riser & Lateral would be existing for most of the apartments.

- The scope of the contractor shall include supply, installation, Testing, Commissioning, Painting & restoration of the GI network. The supply of coated C- class GI pipes of approved make, bends, couplers, clamps & all other fittings shall be in the scope of contractor. The contractor shall be required to provide all equipment, fittings, tools and materials necessary to execute the work in an efficient and effective manner

Among other things the contractor's scope shall be to provide ladders, scaffolding pipe, dies, tripods, vices, fittings and Teflon tape, drills for concrete and other masonry, drills for timber and laminated surfaces inside customer's property, bending tools, clamps, sleeves to facilitate the pipe passing through floors and walls, paint for pipe marking etc. The threading of GI pipe shall be NPT and conforming to ASME / ANSI B1. 20.1.

Contractor has to supply different types / sizes of approved clamps (Mild Steel) for fixing GI pipes suiting to the site conditions and the same shall be painted before fixing, as per the painting specifications. Every fresh lot of the clamps, brackets, regulators boxes and other consumables shall be approved by the EIC prior to start of installation.

All lateral pipe shall be clamped to the building at intervals not exceeding two meters.

Maximum distance between clamps shall be 1.0-1.5m when pipe goes to the straight, if any tee or fittings lies in between the pipe then clamp shall be placed 150 mm far away from center line of fittings at every sides. However, the same may be changed as per site conditions/as directed by EIC.

Minimum gap between pipe and wall shall be 25 mm. The joints / fittings of the GI installations shall be painted only after carrying out testing of the installation. Where pipe passes through a balcony floor, the floor surface shall be made slightly elevated around the service pipe or its surrounding sleeve to prevent the accumulation of water at that point.

Where a short piece of sleeve is used around the gas pipe, the sleeve should be embedded in the concrete with a mix of mortar and the void between the pipe and sleeve filled with a suitable sealant. The sealant should be beveled such as to prevent an accumulation of water.

Supply of clamps for all sizes of the GI pipes are in contractor's scope. Contractor has to take prior approval for design of clamps, paintings etc. Pipe shall preferably enter a building above-ground and remain in a ventilated location. The location for entry shall be such that it can be routed to the usage points by the shortest practicable route. The contractor shall ensure that gas supply shall not be provided to the customer in any concealed piping. The GI Network shall be tested as per the testing procedure. Payment for this item shall be made on Installation, testing, Purging & commissioning of the entire network successfully.

- The measurement for this SOR shall be Running Meter.

ONLINE TAPPING FROM RISER / HORIZONTAL COMMON HEADER GI PIPELINE

Following Guideline shall be followed during on line tapping from commissioned GI Riser or Horizontal Common header.

- Hot Work permit shall be issued by GNGPL, O&M.
- It shall be ensured that all required tools and tackles and consumables are available at site.
- It shall be intimated to all affected customers prior to isolation of Riser supply and isolate their main isolation valve.
- It shall be ensured to Closed / complete isolation of main control valve and proper tagging shall be done for closing.
- Keep one person near Main isolation valve to ensure no one will operate the valve during on line tapping work.
- Proper PPE shall be used for on-line tapping. Petzl to be used for high rise buildings.
- End plug from where taping shall be done to be removed slowly until complete venting of Natural Gas from Riser pipeline.
- After complete venting of Natural Gas from Riser pipeline, check with soap solution to ensure no passing of Natural Gas from Main isolation valve.
- Ensure complete fitting of GI pipe up to individual main isolation valve. If further GI installation up to meter and appliance valve is not planned on same day then fix hollow hex plug. Ensure no leakage/valve passing before starting balance work of the connection.
- Open main isolation valve and carry out leak check with soap solution of newly fitted GI pipeline.
- After ensuring no leakage, open individual main isolation valve and ensure proper gas supply to the customers and ensure no open end is left before leaving the site.

TESTING OF GI INSTALLATION

Before carrying out the pneumatic test of the GI installation; testing assembly, air foot pump with pressure gauge / manometer shall be checked its calibration and proper functioning.

Before pneumatic testing of the installed connection spacing between two clamps, tightening of the clamps thread joints, alignments of the whole piping shall be checked. Valve shall be kept in open position and the appliance valve shall be kept in close position.

Ensure Meter and Regulator is not installed during PPT. Proper Meter spool piece shall be installed during PPT (No flexible hose to be allowed).

Ensure during the testing, air should reach up to the appliance valve. After completion of testing, pressurized air shall be released from appliance valve only.

Calibrated pressure gauge shall be used having the range up to 1.5 times of test pressure and least count of gauge should be 0.1 Kg/cm²

Position of the pointer of the pressure gauge shall not be marked with the marker pen on the glass. It should be recorded in the test recorded during Pneumatic testing of GI Installation.

After pressurization of the whole piping section shall be checked for the leakage with the help of soap solution.

The installation from PE / GI transition fitting up to regulator shall be tested at the pressure of 6.0 Kg/Cm²) or at 150 mbar as the case may be.

The testing of GI riser pipes up to regulator shall be done with the isolation valve in open condition and open end plugged.

The GI installation from regulator outlet to appliance valve (except meter) shall be tested at a pressure of 1.5 times to working pressure for a hold period with no pressure drop. All the joints in the installation shall be checked with soap solution.

The contractor shall supply the Calibrated Pressure Gauges / Manometer / Diaphragm Gauges range for testing of GI Installations.

The contractor shall supply the Pressure Gauges, Manometer and Diaphragm Gauges range for testing of GI Installations ranging from 0-4 bars / 0-150 mbar / 0-250 mbar respectively.

The calibration certificate shall be submitted before the start of the execution work. The pressure gauges shall be calibrated from time-to-time as desired by EIC but positively once in every Six months.

The GI pipe shall be painted with one coat prior to installation in riser; however, The ends/joints shall be painted only after carrying out testing of the installation. The details of testing shall be properly recorded in the GI cards.

PURGING & COMMISSIONING

The rate for purging & commissioning shall be included in the GI installations. Contractor shall ensure that the outlet is so located that vent gas cannot drift into buildings. Contractor shall perform the commissioning of the GI installation as follows:

- Ensure the method of purging is such that no pockets of air are left in any part of the Customer's piping.
- Ensure that all appliance connections are gas tight, all appliance gas valves are turned off and there are no open ends.
- Where possible, select an appliance with an open burner to commence the purge i.e., a hotplate burner.
- Ensure the area is well ventilated, and free from ignition sources.
- Ensure branches that do not have any appliance connected are fitted with a plug or cap.
- Turn on one burner control valve until the presence of gas is detected. A change in the audible tone and smell is a good indication that gas is at the burner. Let the gas flow for a few seconds longer, then turn off and allow sufficient time for any accumulated gas to disperse.
- Turn on one gas control valve again and keep a continuous flame at the burner until the gas is a light and the flame is stable.

27. Providing Domestic PNG connection:

Domestic PNG connection shall be provided in this item which include fixing meter with or without regulator, providing and fixing copper piping, providing and fixing appliance and isolation valve if required as per SOR.

28. Providing & Fixing Isolation valve:

Providing and fixing appliance and isolation valve if required as per SOR.

29. Conversion of Domestic customer:

Conversion to start the supply to customer with changing the LPG stove nozzles of all make. The jobs need to be done by skill person with all tools and tackles. The surksha hose needs to be changed as per requirement. If surksha hose (IS 9573 Type-4 with clamps) is required to be changed than payment of same shall be paid through separate item in SOR. The item includes filling the conversion form and taking signature of the customer after taking initial reading of the meter etc. The rate quoted by the party shall be applicable for north Goa and Ponda and shall be inclusive of all material, manpower as well as transportation etc. complete.

Conversion of Appliance from LPG to PNG:

Conversion of Appliance from LPG to PNG - Hot Plate Burner/Grill/Burner (supply of Reinforced Rubber Hose with Clamps shall be covered in other SOR). The major jobs include but not limited to the following:

Removing the existing flexible hose connections from the LPG cylinder to stove through LPG regulator. Connecting the existing LPG stove with New Flexible Hose (Suraksha Hose) of 1.0 m / 1.5 m with the outlet of Isolation valve and fasten the hose with hose clamps tightly.

- Modification/conversion of the existing LPG stove burner suitable for PNG by removing the

existing Nozzles of sizes 85µ & 55 µ with 125 µ & 110 µ nozzles and any other nozzle suitable for PNG. The scope of supply of the new nozzles shall be in the scope of the contractor. Changing of nozzles and associated controls as per the requirement for conversion of the burner in complete.

- Adjusting the hole / Sim of the jet for gas inlet suitable for PNG so that flame is not put-off during the knob operation in all the positions.
- Testing for gas escapes from meter, regulator & the soundness and performance of the appliance to the satisfaction of the customer. Cleaning and performing minor maintenance of appliances.
- Contractor must attend the complaints regarding appliances till the total area is handed over to GNGPL's operation and maintenance.
- All consumables (Nozzles, greases etc.) are in contractor's scope & changing or repairing of any items damaged during conversion.
- Filling up the gas connection commencement form supplied by GNGPL and get the signature of the customer after noting down the initial meter reading (Signing of Joint Meter Records (JMRs) and submit to GNGPL for record updating.
- Issuing Safety instructions to customer for use of PNG. Sticking the Emergency Contact number details provided by GNGPL on the Meter. All the tools & paraphernalia for the above job shall be arranged by the contractor.

30. Supply of Suraksha hose confirming to IS 9573 Type-4 with clamps and nozzles - For conversion from LPG to PNG:

The scope includes Supply of Suraksha hose with clamps and nozzles for conversion from LPG to PNG. Contractor has to maintain sufficient quantity at all times so that conversion jobs & gas leakage issues are not affected.

31. Providing Services Manpower Deployment for O&M (Domestic / Industrial / Commercial) at North Goa GA:

The scope of AGENCY'S SERVICES shall be to provide qualified and experienced personnel on contract basis as per qualification and experience mentioned in ANNEXURE-A as and when requested by GNGPL, to assist GNGPL in its CGD O&M activities in entire Geographical Area of North Goa and Ponda.

The scope of SERVICES may be increased or decreased by GNGPL at any time in accordance with the provisions of this Contract.

AGENCY understands that GNGPL is not bound or committed to utilize any specific number of the AGENCY'S personnel during the contract period, the requirements being purely on as and when required basis.

Various categories of manpower to be deployed along with requisite qualification & experience and tentative requirement are mentioned in **ANNEXURE-A** of SCC.

The tentative requirement of manpower in different categories is indicative only and the actual manpower to be deployed may vary from time to time. GNGPL can increase or decrease the manpower on same terms and conditions during the contract period based on the requirement.

The decision taken by the EIC or his authorized representative shall be final & binding to the contractor.

The services are required to assist GNGPL in its CGD O&M activities in North Goa & Ponda Taluka.

The services will be provided based on the organizational requirement as assessed and identified from time to time.

A) PERFORMANCE OF SERVICES:

AGENCY warrants that the personnel offered by it under the Contract will be qualified, skilled, experienced and capable of doing work/job, mentioned in the contract and as per GNGPL's requirement.

The resources proposed to be deployed by the Agency should possess the requisite qualification and experience to the satisfaction of GNGPL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.

In case the AGENCY is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor shall select candidates from across the country by posting job advertisements on the Agencies payroll.

If any of the persons deployed is reported to be not up to the mark by GNGPL in respect of his performance/ behavior/ conduct, the AGENCY shall immediately withdraw him from the office/site of GNGPL where he is deployed and arrange for a suitable replacement immediately so that the work is carried out UN-interrupted. No additional payment shall be made to the AGENCY by GNGPL for such replacement of personnel.

In order to meet the job requirement, the persons deployed by the Agency may be required to relocate to other location within the Geographical Area authorized by PNGRB to GNGPL (North Goa & Ponda Taluka) for carrying out the City Gas Distribution project of GNGPL.

AGENCY shall submit to GNGPL a copy of the appointment letter issued to its personnel for deploying them in GNGPL on contract basis.

The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially as be required by GNGPL from the date of joining-duty. This could be further extended/reduced depending upon the requirement of the job. Provided further that the deployment of personnel shall be co-terminus with the completion of the project for which the personnel is deployed on contract basis or on completion of the contract period whichever is earlier.

Unless otherwise specified in the Contract or agreed between the parties, AGENCY shall be solely responsible for and, where applicable, shall provide at its own cost and expense all facilities as may be required for its personnel to perform the SERVICES. Without prejudice to AGENCY's responsibility to ensure that each of its employees satisfies all statutory and other requirements to perform SERVICES assigned by GNGPL. GNGPL will, upon written request, provide such assistance to AGENCY's personnel deployed in GNGPL as may be reasonably required by them for arranging such facilities

All medical treatment or hospitalization of AGENCY's personnel including medical examinations, vaccinations and inoculations shall be provided by AGENCY at its own cost and expense. **The AGENCY is required to take at its own cost Medical Insurance of minimum Rs.3, 00,000/-or ESI as applicable for each of their personnel deployed in GNGPL.** AGENCY shall submit copy

of the documentary evidence to this effect (along with list of personnel) at the time of raising 1st invoice and whenever required by GNGPL.

AGENCY shall have no claim for extra payment nor shall be relieved from its obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labor conditions and practices or similar matters affecting performance of the SERVICES.

If GNGPL so demands in writing, AGENCY shall promptly remove from the performance of SERVICES, at AGENCY's own cost, any of its personnel who are not cooperative, are careless or are not qualified to perform the work assigned to them or for any other reasonable cause. AGENCY shall, at its own cost, provide acceptable substitutes, if so requested by GNGPL. If AGENCY desires to remove any of its personnel for any reason whatsoever, he shall do so only with prior consent of GNGPL, at its own cost and only after providing suitable substitute acceptable to GNGPL.

If it is desired to discontinue the SERVICES of any of personnel deployed by the AGENCY in GNGPL, it will be so by giving 30 days' notice on either side or by mutual consent with EIC.

If, however, discontinuance of any of AGENCY personnel is considered necessary for reasons of unsatisfactory performance/ misconduct, no notice shall be required. GNGPL may require his replacement by a competent person at the cost of the AGENCY. No payment for travel for going back, etc. shall be payable.

AGENCY shall keep full and detailed accounts and records of costs and charges relating to the Contract.

GNGPL shall have the right to examine during business hours at all places where SERVICES are performed or relevant information is maintained, any document, accounts, records, reports etc., which pertain to SERVICES in order to satisfy itself that: -

- i) The charges made by AGENCY are properly computed in accordance with the provisions of Contract.
- ii) AGENCY has complied with all agreed procedures.

Ensuring that appropriate insurance, as required by law exists for workman's compensation, employer's liability, public liability, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of AGENCY for statutory benefits as set out and required by local law in the area of operation or area in which AGENCY may become legally obliged to pay benefits for bodily injury or death. **The AGENCY is required to take Group Personal Accident Insurance of Rs. 5 Lakhs** for each of their personnel deployed in GNGPL. AGENCY shall submit copy of the documentary evidence to this effect (along with list of personnel) at the time of raising 1st invoice and whenever required by GNGPL.

GNGPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantages to GNGPL. Interpretation of terms and conditions of the document as confirmed by GNGPL shall be final and binding on the Agency.

ANNEXURE - A
Grade wise details of Qualification & Experience

GRADE / Category	MINIMUM CRITERIA
Senior Supervisor (Site In-charge)	*Diploma Engineering in Mechanical/Civil/Electrical/Instrumentation with Min 3 years of experience. (CGD exp. preferred) Min 50% marks from respective State Board of Technical Education. OR *B.E / B.tech Mechanical/Civil/Electrical/Instrumentation *Min experience: 2 yrs (CGD exp. preferred) * Minimum 50% marks from a recognized AICTE approved Indian University / Institute.
Technician/PE Welder/Plumber (Site Staff)	*ITI Fitter/Plumber/Welder/Electrician/Mechanic *Min 2 yrs relevant experience (CGD exp. preferred)
Helper (Site Staff)	*Fresher ITI Fitter / Plumber / Welder / Electrician / Mechanic or 10 th std and 1 years of CGD exp. will be preferred
Office Assistant (Office Staff)	* ITI/Diploma / Graduate in any stream * Working knowledge in Computers, Good Communication Skills Min experience: 2 yrs Experience in GNGPL: 1 yrs Read & Write Knowledge of Konkani, English & Hindi language.

1. The Contractor shall be solely responsible and indemnify GNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GNGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GNGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GNGPL.
4. The Contractor shall also indemnify GNGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. Age: No resource below the age of 18 years and above age of 58 years shall be deployed by the contractor for the execution of the contract.

NOTE:

- a) Manning of the O&M Services on Round the Clock Basis (on control room in GA). Contractor shall establish O&M (24x7 days) control room at the designated space provided by GNGPL. The control room shall be located in the areas of CGD functioning and shall be manned accordingly for day-to-day operations, emergency handling of complaints, planned maintenance as per schedule, breakdown maintenance and other O&M functions as required for complete steel, MDPE and industrial, commercial & domestic gas distribution system. The control room shall be responsible for coordination of entire O&M activities of GA such as Industrial, Commercial, Domestic customers, CNG business, Patrolling Activities etc.
- b) Manned facilities: Control room will be manned on 24x7 basis by team operating in shifts, to coordinate all the activities of O&M, emergency handling for an uninterrupted gas supply to all industrial, commercial and domestic customers.
- c) Unmanned facilities: all other stations like DRS, Metering Installations at all customer premises, etc. are unmanned, but shall be controlled from the control room as per scheduled visits, planned maintenance, patrolling and on emergency requirement.

- d) The contractor shall be responsible for providing transportation / conveyance facilities for all his personnel for attending duty.

e) Minimum Resource Deployment

The contractor has to deploy sufficient Human Resources not less than that provided in Table given below. Deployment of resources would be decided by EIC/ its representative, as per prescribed qualifications and experience. Proof of qualification has to be submitted by the contractor.

Note: In case a candidate is found suitable by GNGPL, the above-mentioned qualification/Experience criteria may be relaxed as per O&M requirement and decision taken by the EIC or his authorized representative shall be final & binding to the contractor, The date of birth, Academic certificate along with experience should be submitted by the agency for further verification which will be taken care by the HR department of GNGPL.

Based on the O&M plan and business forecast for calendar years 2024, 2025 and 2026, GNGPL would need the following manpower. This is only an indicative figure, and the same may vary as per actual of O&M and business requirement.

Shift Wise Manpower Deployment For O&M Activity in North Goa GA							
Sr. No.		Manpower	I Shift	II Shift	III Shift	General Shift	Total
Note: Shift Timing will be decided as per requirement of GNGPL							
1	Panjim/Ponda	Overall Supervisor				1	1
2	Panjim	Technician/PE Welder/Plumber	1	1	1		3
		Helper	1	1	1		3
3	Ponda	Technician/PE Welder/Plumber	1	1	1		3
		Helper	1	1	1		3
4	Ponda	Office Assistant	1	1	1		3
		Total					16

5. INSTRUCTIONS TO CONTRACTOR / AGENCY: -

Upon coming into force of this CONTRACT, AGENCY shall designate a competent authorized representative acceptable to GNGPL to represent and act for and on behalf of AGENCY in all matters concerning performance of SERVICES and shall inform GNGPL in writing of the name and address of such representative. All notices, determinations, directions, instructions and other communications given to AGENCY'S authorized representative by GNGPL shall be deemed to be given to AGENCY. AGENCY may change its authorized representative by so advising GNGPL in writing.

AGENCY shall maintain a record of the SERVICES performed, as well as of the personnel assigned to carry out the relevant SERVICES.

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

- The Shops & Establishment Act, 1948 / The Factories Act, 1948 (whichever is applicable)
- The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
- Contract Labour (Regulation & Abolition) Act-1970
- Employees' Provident Fund & Misc. Provisions Act- 1952
- Employees' State Insurance Act-1948 (if applicable)
- Employees' Compensation Act, 1923
- Payment of Gratuity Act, 1972
- Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Payment of Bonus Act, 1965
- The building and other Construction Workers (Regulation of employment and conditions of services) Act, 1979 & Building and other Construction Workers Welfare Cess Act, 1996 (if applicable)
- Employer's Liability Act.
- Weekly Holidays Act, 1942
- Workman's Compensation Act.
- The Child Labour Prohibition and Regulation Act, 1951
- The provisions of the Income Tax Act, 1961
- The Maternity Benefit Act, 1961
- Industrial Dispute Act.
- Environment Protection Act.
- Any other Statute, Act, Law as may be applicable.

The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from GNGPL due to its ignorance of any Applicable Law. The Agency should have a valid license issued in its favour by the Competent Authority as provided under the Contract Labour (R&A) Act, 1970.

The Agency shall have its own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme, 1952, Employee Deposit Linked Insurance Scheme, 1976 and Employee Pension Scheme, 1995.

The Agency shall have to obtain Insurance policy in lieu of Employees Compensation Act, 1923 for the personnel engaged by it and submit a copy of the same to EIC.

Without prejudice to the foregoing, the Agency shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the services performed pursuant to the Contract. If the Agency defaults in complying with the Applicable Laws, the Agency shall, at its own risk and cost, bear any and all additional fees, fines, penalties or charges.

The Agency shall be solely responsible for the payment of wages and other dues to the personnel deployed by it, latest by 7th day of the subsequent month.

Similarly, if contractor fails in paying salaries to manpower deployed for O&M office in a reasonable time then GNGPL have right to pay salaries to this manpower directly and deduct the amount after levying 15% overhead charges. The decision of GNGPL shall be final and binding to Contractor.

The Agency/Contractor shall ensure proper upkeep and operational readiness of the CGD installations in normal working state at all times. Also, the contractor has to provide basic arrangements on agreeable terms that may be required in situations of emergencies.

The Agency shall at its own cost and initiative take and maintain at all times until the closure of the Contract, insurance policies in respect of manpower engaged by it for providing services under this Contract, in order to keep itself as well GNGPL fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in the Workmen Compensation Act, 1923.

While confirming to any of these conditions, the Agency should ensure that no law of State regarding labour, their welfare, conduct etc., is violated. The Agency shall indemnify GNGPL for any action brought against it for violation, noncompliance of any act, rules & regulation of center / state / local statutory authorities.

In case of accident, injury and death caused to the employee of the Agency while executing the Work under the contract, the Agency shall be solely responsible for payment of adequate compensation, insurance money, etc. to the next kith & kin of injured/ diseased. Agency shall indemnify GNGPL from such liabilities.

Agency shall be solely responsible for payment of wages/ remuneration including allowances to its personnel that might become applicable under any new act or order of Government. GNGPL shall have no liability whatsoever in this regard. The variation in the statutory payments shall be the liability of the agency.

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the Agency during the contract period except statutory variation in service tax during the contract period.

The Agency / contractor shall not engage or employ any person with a criminal record/ background. The Contractor shall submit police verification of their employees within 15 days of his/her deployment and submit to HR department of GNGPL.

The attendance and leave record of the personnel deployed by the Agency shall be maintained by the Agency. The AGENCY should coordinate with EIC regularly to attend to the contractual obligations and interact with the personnel deployed by the Agency. It is the sole responsibility of the AGENCY to manage the work force of Agency deployed in the contract e.g. the monthly attendance, leave details, Identity cards, the issues of contract personnel, police verification, etc.

It shall be the responsibility of the Agency to install a biometric attendance system at both Operation & Maintenance (O&M) offices. This system shall be used to record the daily attendance of deployed manpower, both on a shift-wise and daily basis. The contractor is also required to submit a comprehensive monthly attendance report to GNGPL

The work force deployed by the contractor shall follow safe/standard operating procedure (SOP) along with the instructions/recommendation as given by GNGPL from time to time and strictly followed to ensure safety.

Proper PPE like safety helmet (IS-2925), hand gloves, Safety Shoes (IS-15298), safety goggles etc. shall be used during operation as well as during any maintenance activity.

All personnel of the contractor deployed for O&M office including supervisor shall be given 02 sets of uniform for every year, which shall be finalized in consultation with GNGPL and 01 sets of Raincoat for rainy season. At any point of time NO O&M MANPOWER SHALL ENTER IN PREMISE OF CUSTOMER WITHOUT WEARING APPROVED UNIFORM. No deviation in this regard shall be

accepted by GNGPL. An identity card shall also be issued to all person working for GNGPL in O&M office.

Supervisor deployed at O&M office shall monitor the contract & correspond with GNGPL. He shall be available round the clock with mobile phone and data connection. At no point of time the communication with the supervisor should break. He shall be responsible for coordinating all the jobs under this contract and for mobilizing the man and machinery at site as per the requirement. During attending emergency, he shall be continuously monitoring the restoration jobs and correspond with GNGPL officer/s. He shall also monitor the O&M office day to day operations and data management operations. The supervisor and his team should be well equipped with smart phones so that proper information can be shared among GNGPL and site. The supervisor shall also coordinate Pipeline patrolling & collection of Gas Meter reading, compiling and record keeping of the same on daily basis.

GNGPL shall have the authority to direct the Agency to terminate the services of any of its personnel without any prior notice, if GNGPL is satisfied on medical grounds that the candidate is unfit and is likely to continue to be unfit for reasons of ill-health for the discharge of his/her duties.

GNGPL will have the authority to direct the Agency to terminate the services, without any prior notice to the candidate found to be guilty of misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non- performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.

During the period of engagement, performance of the contract personnel shall be observed and GNGPL can direct the Agency to short terminate the contract engagement based on the performance.

Agency shall be directly responsible for any/ all disputes arising between it and its personnel and keep GNGPL indemnified against all loses, damages and claims arising thereof.

GNGPL can increase or decrease the manpower on same terms and conditions during the contract period based on the requirement.

No contract personnel below the age of 18 years shall be deployed on the work.

The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from GNGPL due to its ignorance of any Applicable Law.

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

All personnel deployed by the Agency should be on the rolls of the Agency.

The personnel to be deputed by the Agency shall observe all security, fire and safety rules of GNGPL while at the site/ work. Agency has to strictly adhere to the guidelines/ instructions issued from time to time.

The Agency shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The Agency shall get its employees/ persons examined from a civil govt. doctor.

No employees or person of Agency shall be allowed to consume alcoholic drinks or any narcotics within the plant premise/ site. If found under the influence of above, the owner / GNGPL will terminate the contract immediately and may refer the case to police.

The Agency hereby agrees to indemnify owner / GNGPL from all claims, demands, actions, cost and charges, etc. brought by any court, competent authority/ statutory authorities against owner/ GNGPL.

Deployed Manpower Responsibility and Services

- The Supervisor shall be responsible for entire activities of O&M office round the clock and co-ordinate with his team and Site manpower. The supervisor shall co- ordinate with Patrollers, shift teams and other personals required time to time.
- The contractor shall provide necessary replacement whenever the deployed employee is proceeding on leave.
- Data Management Services: Preparation of log of all the complaint received at O&M office and its resolution. Preparation of various reports on daily, weekly & monthly basis. Data analysis, Daily Gas Reconciliation, projection of gas consumption in line with the trend, updating various progress activities, preparation of daily pipeline patrolling data, monitoring of gas consumption of various consumers and reporting any abnormalities in consumption to GNGPL. Collection & collation of data related to billing as per billing cycle and attending billing related issues. Preparation of data for billing for domestic, commercial & industrial customers.
- The technicians attending the customer complaints shall always be well behaved and shall never indulge in any type of activities due to which GNGPL reputation is jeopardized. If any technicians found guilty shall be immediately removed from the duties and replaced with suitable manpower.
- No charges shall be levied on the customers by the contract personnel for attending the complaints and any type of monetary in terms of cash shall be demanded by the contract personnel in this regard. If such cases were brought to the notice of the GNGPL employees, suitable action in terms of penalty or decision of EIC shall be final & binding shall be levied if found guilty. On repetition of such incidents, the contract shall be terminated and PBG shall be forfeited.
- The scope includes but not limited to, attending to various calls from Customers regarding Gas complaints viz. no gas, gas leak from Copper tube, stove, Isolation valve, Union, low flame, Resetting the Service Regulator, conversion from LPG to PNG, risers testing, assistance during calibration of PSV's, updating gas composition in MRS etc., third party pipeline damages, continuous supervision of pipeline excavation jobs done by third party at GNGPL pipeline, interaction with other agencies and attending to the calls received. All the tools & tackles, brazing equipment, etc. shall be arranged by Contractor.
- Utmost priority shall be given to the calls / complaints received from customer/ customer care. The team shall rush immediately to the effected location and best efforts shall be put for resolving the complaint.
- Leakage. No Gas & Low Flame complaints shall be resolved within one-hour time. In no case, any type of lacuna in attending to the customer calls/ complaints is acceptable. If the compliant takes considerable time to attend, same shall be intimated to the customer and in no case domestic & commercial complaints related to Gas burners in Domestic &

Commercial shall be left unattended beyond 6hrs from the receipt of compliant. Penalty clauses referred elsewhere in this SCC shall be applicable in case of non-compliance of any of these conditions. Decision of EIC shall be final & binding.

- Necessary SWP (Standard Work Procedure) shall be issued to contractor by GNGPL from time to time and the contractor shall strictly follow these procedures.
- Emergency call attendant shall be deployed by the successful bidder to take the telephone calls /complaints received from various customers after office hours. The scope includes but not limited to, attending to various calls from Customers regarding Gas complaints viz. no gas, gas leak from GI/CU tube/MDPE pipes/Stove/Isolation Valve/Union etc, low flame, Resetting the Service Regulator, Conversion from LPG to PNG etc and informing the same to concern person of GNGPL/Contactor.

Manpower deployed for O&M shall carry out following works:

➤ **Installation GI pipe using old pipe:**

Removal & Re-Installation of GI Pipes using old removed pipes. If quantity of reinstalled pipe is more than removed Pipeline, then charges for additional pipe length shall be applicable as per separate SOR. To maintain minimum inventory of material, consumables as per instructions of GNGPL In-Charge. Prior assessment of shortage & material requirement for installation at site, order placement for Purchasing of GI Pipes & GI Fittings, Copper pipes & Copper fittings, Brass Fittings from GNGPL's approved vendors (list attached in tender). However, inspection certificate issued by TPIA shall be submitted along with MRV when asked by GNGPL. Receiving, taking over, handling, loading, transportation and unloading of GNGPL supplied above ground items like regulators, meters, GNGPL's designated stock yards to Contractor's own stores / work sites, proper storing, stacking, identification, providing security insurance cover. Making temporary but stable platforms/ scaffolding/ rope ladders and supply of all other safety devices including full body harness of PETZL or equivalent make.

Installation of GI/ Copper service pipes & fittings only for modifications & extra points, replacement of Meter, regulators, Valves etc. including NPT threading, as specified, Drillings of holes through the walls (Brick, RCC), Granite, Marble, Wood Cutting, Glass Cutting with proper heavy duty hammer drill machine, tools & tackles, using proper sealant/grout material and colors to match the original replacement of the damages during drilling, restoring the area to the original condition, Painting of entire length of pipe along with fittings after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint. Restoring the wall surface to original conditions, Supply & fixing of approved clamps & dowel Plugs with screws, grout material, suitable thread sealant i.e., Teflon Tape / lock tight, joining of transition fittings to above ground service. GI pipes testing, purging and commission of the complete installation. Planning & coordination with existing consumers for testing of existing risers and re-commissioning of existing connections. All installation/re-installation carried out with GI/Copper will be paid on running meter basis. These rates include testing and commissioning. This SOR shall be applicable only in case of emergency and leakage complaints. GI, Copper, brass fittings shall not be counted separately. It shall be included in the measurement of GI & Copper pipe. Dismantling of GI Pipes and Copper Pipes shall also be included while executing the SOR.

➤ **MDPE Valve & Valve Chamber Operation, Maintenance & House Keeping:**

Scope includes opening of valve chamber, operate the valve with / without wheel and lubricated if

required as per SWP issued by GNGPL once in three months. The valve Chamber need to be kept clean always and remove any grass, debris, Water inside the valve chamber and paint the Valve chamber with Details of Tag No and other details. All the consumables are in the scope of contractor.

➤ **Maintenance & House Keeping of DRS & MRS:**

The maintenance of District Regulating Stations shall be carried out monthly. During maintenance, filter cleaning all the valves shall be operated, sealed and lubricated as per SWP issued by GNGPL. Changeover of the operating streams shall be done monthly / as & when required. During change over, before change over existing stream parameters shall be recorded in the formats provided and the changeover shall be executed as per the SOP provided by GNGPL. Cleaning shall be done. All the consumables, Manpower etc shall be in the scope of Contractor.

Work Instructions for Cleaning / Replacement of Filter Elements of DRS /MRS:

- Ensure that filter body is de-pressurized by opening drains and top gauge connection. Venting is done under controlled condition with all safety precautionary measures as per work permit system.
- Before starting venting operation, ensure that DRS inlet and outlet valves are closed.
- Unbolt bolts of Top cover of filter & Remove Filter top cover, carefully.
- Remove filter element carefully, after removing the nut on element guide rod.
- Observe / check the inside of filter body and element fixtures for any abnormality, and finally clean inside of the filter body.
- Clean the faces of filter cover and body
- Similarly clean and reuse the old element, if possible.
- If required, replace the element with new element.
- Refit the element by screwing down the nut, washer and rubber packing, on guide rod.
- Use the old gasket if the condition of the same is good. If not replace the same, by new gasket.
- Refit the top cover by bolting down equally on all sides.
- Carry out the leak check of cover joint by soap solution, when the filter is pressurized after completion of all other jobs on DRS.
- Prepare the report and update the record including, spares / material consumption statement and submit to GNGPL in charge for material reconciliation and inventory management.

Work Instruction for Routine Maintenance of DRS / MRS:

- Check CH4 % with gas detector and carry out leak test with soap solution, of all pipe, valve and tube joints
- Clean externally all valves, drains vents, pressure gauges, pipe spools and pilot regulators and filter, with dry clean cloth.
- Operate all valves in clock-wise/anti clock-wise direction frequently to make all them free in operation
- If found necessary paint all valves and other valves with blue colour, pipe, vent pipe with yellow colour, Filter with silver colour , S.R.V. with red colour , P.R.V. & S.S.V. with sky blue colour. (Work to be executed only on receipt of WO)
- If Regulator No. / Equipment No. is not visible, required marking is done with appropriate paint.
- Close the cabin and fencing gate and lock it.

Dismantling of GI Pipe all Sizes:

Dismantling/removal of GI service pipes & fittings on customer/ end user request and store at contractor's store. After completion of contract, return back balance dismantled material to GNGPLs Control room. This includes restoration of holes left out after removal at customer's premises. Contractor shall submit material details & meter reading data to control room immediately after dismantling or as directed by control room in charge. This SOR shall be applicable only in case of emergency and leakage complaints. GI, brass fittings shall not be counted separately. GI pipes and fittings dismantled shall be returned back to GNGPL Control room.

- **Re-Install Copper Pipe Using Old Pipe:**

Installation of Copper pipes & fittings only for modifications & extra points, replacement of Meter, regulators, Valves etc. threading, as specified, Drillings of holes through the walls (Brick, RCC), Granite, Marble, Wood Cutting, Glass Cutting with proper heavy duty hammer drill machine, tools & tackles, using proper sealant/grout material and colours to match the original replacement of the damages during drilling, restoring the area to the original condition. Restoring the wall surface to original conditions, Supply & fixing of approved clamps & dowel Plugs with screws, grout material, suitable thread sealant i.e., Teflon Tape / lock tight. Cu pipes testing, purging and commission of the complete installation. All installation/re- installation carried out with copper will be paid on running meter basis. These rates include testing and commissioning. This SOR shall be applicable only in case of emergency and leakage complaints.

- **Dismantling of Copper PIPE:**

Dismantling/removal of CU & Copper service pipes & fittings on customer/ end user request and store at contractor's store. After completion of contract, return back balance dismantled material to GNGPLs Control room. This includes restoration of holes left out after removal at customer's premises. Contractor shall submit material details & meter reading data to control room immediately after dismantling or as directed by control room in charge. This SOR shall be applicable only in case of emergency and leakage complaints. Copper, brass fittings shall not be counted separately. Copper pipes and fittings dismantled shall be returned back to GNGPL Control room.

- **Painting – GI Pipes All Sizes (up to 1”):**

Painting - GI pipes, painting of above ground at all heights of GI pipe along with fittings of various sizes installed at domestic and commercial connection after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint complete as per specifications & directions of EIC. Restoring the wall surface to original by cleaning / touching of the corresponding paint to original as per instructions & to the satisfaction of the EIC.

- **Routine Internal testing of Domestic / Industrial / Commercial installation.**

- **Periodic testing of MDPE network.**

- **Routine Erath Pit testing.**

- **Routine TLP readings.**

• **DIS-CONNECTION (DC) / RE-CONNECTION (RC)**

DIS-CONNECTION

Disconnection procedure can be categorized into two following types, volunteered or forced disconnection.

VOLUNTARY DIS-CONNECTION

Billing officer/cashier shall receive the consumer application and request charges only if the consumer has no dues with GNGPL. If above condition is satisfied then the request charges as decided by GNGPL shall be taken and details of same shall be forwarded to GNGPL representative on daily basis.

Technical group on successful disconnection shall intimate. In case the house is found locked, then Contractor shall submit of House locked status and reattempt will be made after few days or by taking suitable time from customer on phone.

FORCED DIS-CONNECTION

Forced disconnection shall be carried out in following cases:

- Non-payment of gas consumption bill for more than two (2) billing cycle (i.e. more than 4 months), or as instructed by GNGPL.
- Non-payment of installation cost, penalty, contract renewal charges for various reasons. Using gas with unsafe installation/circumstances or tempering / manipulation of installation / equipment or for any other technical / non-technical reason.
- Disconnection will be carried out with prior authorization / instruction of GNGPL.
- After successfully carrying out such disconnection, necessary report submitted to GNGPL representative. The charges and modes shall be decided by the GNGPL. CONTRACTOR should ensure that no such consumer shall be reconnected without clearing the matter, collecting the outstanding amount along with the penalty and re-connection, charges, as per the policy. Forced disconnection shall be carried out as and when required or as instructed by GNGPL.
- In Case of Forced Disconnection to be carried out in High rise buildings or Flats, Contractor has to arrange for PETZAL (Julha) to perform the activity. The Contractor can raise bill for same based on SOR of GNGPL.

RE-CONNECTION

On receipt of consumer request for re-connection, billing personnel should ensure that the disconnection was done volunteered or forcefully.

If disconnection was done forcefully, do not accept request or carry out re-connection without clearing the matter, collecting the outstanding amount along with the re-connection charges, penalty as per policy. Do not accept the payment in cheque for such cases. If consumer satisfies the clearance process, then forward the application to the GNGPL representative.

Technical group on successful reconnection shall intimate. The response time for this activity shall be fixed by the GNGPL / CONTRACTOR mutually. In case the house is found locked, then Contractor shall submit of House locked status and reattempt will be made after few days or by taking suitable time from customer on phone.

The work mentioned above are indicative only and may vary as per site requirement. Hence, scope would include all other activities other than above listed activities which are required to carry out on

day-to-day basis as per instruction of EIC.

PROVIDING SERVICES FOR DOMESTIC / INDUSTRIAL / COMMERCIAL CONSUMERS:

The minimum workforce/manpower with requisite qualifications, to be deployed for the O&M office shall be as below. This is a minimum requirement of manpower envisaged for day-to-day work, however in case required, additional manpower should be deployed by the successful bidder with no extra cost to GNGPL so that day to day work shall not be suffered.

METER READING FOR DOMESTIC CUSTOMER (as when required): At GNGPL all domestic customers are connected with mechanical meters. Readings of these Meters shall be taken manually in person by visiting each individual house. Meter reading needs to be taken as per the bill cycle for domestic customer by visiting the premise of the customer and taking photo of the meter through smart phone and loading in the system. In case, system is not working than take the physical reading along with photo of the meter and submit it to designated GNGPL officials. The frequency for billing cycle shall be once in 2 months. However, reading can be taken on need basis also. For taking reading a separate person shall be deputed as per the requirement. It will be responsibilities of the Supervisor to submit all billing related data to concerned GNGPL.

Payment Collection: At GNGPL is promoting online payment against Domestic PNG consumption through various payment modes like Online transfer, App based, sharing payment link etc. However, in case customer need to make the payment through offline method, necessary Cheque shall be collected from various customers by visiting each individual house and same should be submitted to GNGPL office within 24 hrs with other details like Customer name, BP no, address, cheque no, amount etc. The frequency for billing / payment cycle shall be once in 2 months. However, payment collection can be taken on need basis also. Therefore, for payment collection, a separate team shall be deputed as per the requirement. It will be responsibilities of the Supervisor to submit all billing / payment collection related data to GNGPL.

METER READING- COMMERCIAL / INDUSTRIAL CUSTOMER: Gas consumption readings for all Commercial & Industrial customers need to be taken from the meters installed at various customer's premises on daily basis. The gas meter readings for the above all customers shall be taken daily between 06.00 am to 07.00 am. It will be responsibility of the shift in charge of morning shift to ensure reading are being taken. These readings shall be communicated to designated GNGPL officer by email by 8.00 am and by 'WhatsApp' mobile application by 08.00 am on daily basis. While taking the meter readings the following observations shall be made and communicated to GNGPL personnel regularly as per the format & parameters provided by GNGPL:

- a. Meter & its accessories condition.
- b. Battery backup / power supply condition
- c. Operating stream
- d. Gas Leakage
- e. Any other abnormal conditions

ASSISTANCE IN UPDATING GAS COMPOSITION IN THE METERS: Gas composition is to be updated in the metering skids / consoles installed at various commercial / Industrial customers on fortnightly / monthly basis as guided by GNGPL. The measurement for this SOR shall be number of times the Gas composition is updated. Twin Stream Skids shall be considered as Single unit. Assistance in Calibration of PSV, Measuring Instruments viz. PG. TG etc.

The quoted Rate for this SOR items shall include but not limited to the following and no additional

charges shall be payable other than Quoted Rate:

- ✓ Monthly wages for the Manpower deployed as per Govt. Wage circular, ESI. Insurance etc.
- ✓ Uniform & PPE, Identity Cards etc.
- ✓ Communication charges among employees
- ✓ Consumables
- ✓ All the stationary
- ✓ Any other charges to execute this SOR as per the Scope.

Penalty: a) If the agency has failed to provide the required manpower as per the EIC instructions within 15 days of intimation a penalty of Rs. 2000/person/shift shall be applicable.

b) In case manpower is less than the mentioned manpower requirement in a shift or general shift in any of O&M base office will attract a penalty of Rs.2000/- per person in a shift and any subsequent instance shall attract a penalty of Rs.5000/- per instance with a notice to contractor.

c) If PPEs/Safety shoes/Uniform/Identity Card, are not available then the penalty of Rs. 200 per instance will be levied.

Annexure - A

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medi-claim Floater policy with a coverage of Rs. 3 Lakh s per Resource covering His/her spouse and two Children	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue up to 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

32. Providing 2 Nos of Two-Wheeler for O&M various activities:

Contractor shall deploy 02 nos Two wheelers along with GPS based vehicle tracking system, fuel and maintenance charges at O&M Office Ponda & Panjim around the clock to attend day to day O&M activities. At any point of time the work should never get effected due to non-availability of vehicle. The fuel as well maintenance of these 02 two-wheelers shall be in scope of contractor.

Contractor has to arrange for live tracking of the movement of vehicle and access to the GPS monitoring system shall be provided to GNGPL personnel for monitoring & review of effectiveness.

Maximum of one day break down/maintenance is acceptable for GPS and Two wheelers in one month and efforts shall be put to restore the system as early as possible.

CONTRACTOR shall be solely responsible for any accident of vehicle & caused damages to vehicle or the property of third party or the human (injury or death). Such cost shall be recovered from CONTRACTOR & any complaints in police or competent authorities in this regard shall be taken up at his cost & risk including insurance claim, repairing of vehicle, damage to third party.

PENALTY: -

- If the vehicle is not deployed within 15 days after intimation a penalty of Rs 2000/vehicle/day delay will be charged.
- In case of non-working of GPS / breakdown of the Two wheelers / Non availability of Fuel, penalty of Rs. 200 per day per vehicle will be levied.

33. SUPPLY OF SADDLES, FITTINGS, COUPLERS, TEES REQUIRED IN MDPE PIPELINE (PE100/ SDR 11 GRADE) from reputed manufacturers as per the -Part A

All fittings should be of approved make. Contractor should maintain some minimum stock (in consultation with EIC/OIC) of these fittings with them, so, as same can be supplied to GNGPL without delay.

Contractor's scope of work for the said section shall include supply of various types of MDPE fittings like saddles, fittings, couplers, tees, elbows, transition fittings etc. (in case GNGPL do not provide the material as Free Issue material- FIM) suitable for low pressure hydrocarbon services in CGD network, as mentioned in the SOR item Part-A, required for attending the leakages detected in the underground MDPE pipeline network.

Penalty: If the work is hampered due to non-availability of material, penalty of ₹.500/day/per shall be levied.

For the Maintenance minimum critical equipment to handle the emergency. The list of minimum critical equipment/tools is as under:

Sr. No	Brief Description of Equipment /Tools	UoM	Qty.
1	PE Hydraulic Steel Squeezer (63mm to 125mm)	Nos	2
2	PE Manual Steel Squeezer (32mm to 63mm)	Nos	2
3	PE Manual Squeezer (20mm to 32mm)	Nos	2
4	PE Pipe cutter (20mm to 125mm)	Nos	2
5	Alignment Clamp 32mm to 125mm	Nos	2 each
6	Pressure Gauge (bar, psi, mbar),0-500 mbar, 0 to 06bar	Nos	2
7	Manual Jack up to 5 Ton	Nos	1
8	LED Light of 50 W with Wire & Plug/Socket/MCB Arrangement with Industrial Extension up to 15 m.	Nos	1
9	Digging Spade/Shovel, Spear Set for excavation	Nos	2
10	Dewatering Mud Pump	Nos	1
11	Barricading Tapes/Chains/Cones	Set	Sufficient
12	Other tools & Tackles, Consumables for attending emergency Pipeline damages & Maintenance works.	Sufficiently	

The contractor shall keep arrangement for 01 fusion machine and portable generator in O&M office as per the SOR item.

The records for tools & equipment shall be updated every fortnight. Any minor maintenance for the equipment shall be carried out by the contractor periodically. At least once in a month, security / test run shall be carried out and recorded by the contractor. The consumables viz. petrol / diesel, other lubricants consumables for operation of DG set etc. during test run and at site while attending jobs shall be in the scope of the contractor. The rates quoted shall include these miscellaneous expenditures.

Penalty:

- If Critical equipment's as per the above list, are not available then the penalty of Rs 500 per instance will be levied.

TOOLS / TACKLES / EQUIPMENTS / CONSUMABLES FOR EACH SITE:

Contractor shall maintain inventory of following Tools / Tackles & Materials of reputed make at all the times. No separate payment is admissible on account of these tools' tackle set etc. If any of the material is found to be of sub-standard / inferior quality, the same to be replaced immediately.

Sl. No.	DESCRIPTION	SPECIFICATION	QUANTITY
1.	Adjustable Spanners	110 mm,205 mm,305 mm,445 mm,606 mm	2 Set
2.	Combination pliers	165 mm,210 mm	2 Set
3.	Long Nose pliers	165 mm	2 No.
4.	Bent Nose pliers	165 mm	2 No.
5.	Side cutting pliers	165 mm	2 No.
6.	Mini Pliers (Long)	125 mm	2 No.
7.	Mini Pliers (Bent)	125 mm	2 No.
8.	Mini Pliers (Side)	125 mm	2 No.
9.	Mini Pliers (Combination)	125 mm	2 No.
10.	Screw Driver (Flat)	150 mm X 3.5 mm,200 mm X 4 mm,200 mm X 6 mm,250 mm X 8mm,300 mm X 10 mm	2 Set
11.	Screw Driver (Insulated)	300 mm X 8 mm,250 mm X 10mm,150 mm X 4 mm	2 Set
12.	Screw Driver (Two inOne)	75 mm X 5 mm 1 Phillips & 5.0 mm X 0.8 mm	2 Set
13.	Screw Driver (Two InOne)	200 mm X 6 mm, 2 Phillips & 6.0 mm X 0.8 mm	2 Set
14.	Screw Driver Set	Taparia 831	2 No.
15.	Tester	130 mm	2No each to the Tech(Elect) / Tech(Inst)
16.	Universal Set	Taparia 1005	2 No.
17.	Socket Set	Taparia S-11H	2 No.
18.	Torque Wrench (Standard)	Taparia TW250	2 No.
19.	Heavy Duty PipeWrench	200 mm X 33 mm,300 mm X 60 mm,450 mm X 73 mm,600 mm X 95mm	4 Set
20.	Hammer with handle(Ball and Cross)	200 Grams	2 No.
21.	Hammer with handle (Club)	1000 Grams	2 No.
22.	Hammer with handle (Sledge)	1800 Grams	2 No.
23.	Hammer with handle (Soft Faced)	30 mm	2 No.
24.	Tubular Spanner Set	Taparia TS08	2 No.

25.	Double Ended Spanner Set	6x7,8x9,10x11,12x13,14x15,16x17,18x 19,20x22,24x27,25x28,30x32,32x36,36 x41mm	2 Set
26.	Double Ended Spanners	5/16 x 3/8 , 5/16 x 7/16 , 7/16 x 9/16 , 9/16 x 5/8 , 5/8 x 3/4	2 Set
27.	Ring Spanner Set	6x7,8x9,10x11,12x13,14x15,16x17,18x 19,20x22,21x23,24x27,25x28,30x32,32 x36,36x41mm	2 Set
28.	Ring Spanners	18 5/16 x 3/8 , 18 5/16 x 7/16 , 18 7/16 x 9/16 , 18 5/8 x 3/4	2 Set
29.	Octagonal Chisel	150 mm x 6mm	2 No.
30.	Center Punch	125 mm x 10mm	2 No.
31.	Cable Cutter	Taparia CC10	2 No.
32.	Utility Knife	19mm	2 No.
33.	Hack Saw Blades	carbon steel hard 24 TPI	2 No.
34.	Allen Key Set	Taparia KM 9V	2 Set
35.	Allen Key Set	Taparia KI 10V	2 Set
36.	T Handle Hexagonal Key	Taparia TAK6	2 No.
37.	T Handle Hexagonal Key	Taparia TAK8	2 No.
38.	Hack Saw Frame		2 No.
39.	Junior Hack Saw Frame		2 No.
40.	Junior Hack Saw Blades		2 No.
41.	Flat File	10"	2 No.
42.	Round File	10"	2 No.
43.	Triangular File	4" needle	2 No.
44.	Circlip Plier (Internal)	6"	2 No.
45.	Circlip Plier (External)	6"	2 No.
46.	Baby Files set		2 No.

47.	Mallet		2 No.
48.	Crimping Tool	Upto 35 Sqmm	2 No.
49.	Hand Blower		2 No.
50.	Drilling Machine (Impact) with drill bits	All Sizes	1 No.
51.	Measuring Tape	3 meters	4 No.
52.	Measuring tape	30 meters	4 No.
55.	Oil Can		4 No.
56.	Tool Box	Folding type in 20 Gauge MS sheet	2 No.s
57.	Dies with NPT threads	All Sizes	2 No.
58.	Blow Lamp		2 No.
59.	Vice	Medium and Large	2 No
60.	Foot Pump with calibrated pressure guage	0-5 Kg/Sq.cm	2 No
61.	Pickaxe		6 No.
62.	Shovel		6 No.
63.	Rake		6 No.
64.	Saw		6 No.
65.	Spade		6 No.
66.	Crowbar		6 No.
67.	Trowel		6 No.
68.	Garden Hoe		6 No.
69.	Multimeter		4 Nos.
70.	D-spanner set in mm	Upto 32 mm	2 set

➤ **LIST OF MINIMUM ITEMS FOR FIRST AID BOX UNDER CONTRACTOR'S SCOPE**

Sr No.	Item Description	Qty
1.	Small Dressing Gauze Swab for Finger Wound	8
2.	Gauze Swab for Hand or Feet Wound	8
3.	Large Dressing Gauze Swab for Body Wound	8
4.	Soframycin Cream Tube, 15 Gram	1
5.	Bottle Of Antiseptic Solution 100 ml. Each	1
6.	Absorbent Cotton Wool I.P 20 Gram	4
7.	Roll of Adhesive Paster 2.5 CM X 1Mt U.S.P	1
8.	Bandage Rolled (5CM X 2 Mter)	9
9.	Eye Pad Each in Pkt (Sterile)	7
10.	Strip of 10 Tablet Paracetamol I.P 0.5 Gram	10
11.	Potassium Permagnate I.P 20 Gram	1
12.	Boric Acid I.P 20 Gram	1
13.	Band Aid Strip	5
14.	Dressing scissor 5" Stainless Steel	1
15.	Bottle 250 CC For washing Eye	1
16.	Tourniquet Cotton Belt & Buckle	1
17.	Eye Wash Cup	1
18.	Safety Pins	12
19.	Spray for Burn Injury (100 ml)	1
20.	Spray for Muscle Sprain (Relispray) (100 ml)	1
21.	Spray Antiseptic Bandage (100 ml)	1

➤ **LIST OF MINIMUM MANDATORY SAFETY EQUIPMENTS & PPE'S**

Sr. No.	Name Of Material
1	ABCD Fire Extinguisher 05 & 10 Kg each, ISI mark
2	Safety Helmets
3	Electric shockproof Hand Gloves
4	Safety Goggles
5	Ear Plug
6	Traffic cone
7	Warning Tape
8	Fluorescent Jacket
9	Emergency Torch
10	Rope with safety belts
11	Gum Boots
12	Rain Coat
13	First-Aid Box

➤ **List of Approved Make for O&M services at GNGPL**

Sr No	Item	Approved Make
1	MDPE Valve	George Fisher, Agru etc. (as per GNGPL approved Vendors)
2	MDPE Fittings	George Fisher, Kimplas etc. (as per GNGPL approved Vendors)
3	Warning Tape	Sparco, Singhal etc. (as per GNGPL approved Vendors)
4	GI pipes	Indus tube, Jindal Hissar, Surya Rsohni, Swastik pipe, Appolo tubes etc. (as per GNGPL approved Vendors)
5	GI Fittings	Jainsons Industries, Jinan Medie, Jupiter Metal etc. (as per GNGPL approved Vendors)
6	Copper pipes & Fittings	Jayna, Chandan Enterprises, Paras Industires, Rajco Metalm Mehta Tubes etc. (as per GNGPL approved Vendors)
7	Isolation Value & Appliance Valve	Jinan Meide, Jainson Industires, Universal Srl, Fratelli Fortis etc. (as per GNGPL approved Vendors)
8	Surakaha hose	Suraksha Product pvt Ltd, Vikram, Gayatri, Luxmi Rubtech etc. (as per GNGPL approved Vendors)

➤ **List of Minimum Inventory to be maintained by Contractor at any point of time at each O&M office during the contract period.**

Note: All PE Fittings shall be PE 100 SDR as applicable and black color.

Sr No	Name of Material	UOM	Make	Minimum QTY
A	PE Pipes, Electro Fusion Fitting & it's related materials			
1	PE Coupler 125 mm	Nos.	Georg Fischer (GF)	5
2	PE Coupler 90 mm	Nos.	Georg Fischer (GF)	5
3	PE Coupler 63 mm	Nos.	Georg Fischer (GF)	5
4	PE Coupler 32 mm	Nos.	Georg Fischer (GF)	10
5	PE Coupler 20 mm	Nos.	Georg Fischer (GF)	10
6	PE Elbow 125 mm (90 Deg)	Nos.	Georg Fischer (GF)	2
7	PE Elbow 90mm (90 Deg)	Nos.	Georg Fischer (GF)	2
8	PE Elbow 63mm (90 Deg)	Nos.	Georg Fischer (GF)	4
9	PE Elbow 32 mm (90 Deg)	Nos.	Georg Fischer (GF)	5
10	PE Elbow 125 mm (45 Deg)	Nos.	Georg Fischer (GF)	2
11	PE Elbow 90mm (45 Deg)	Nos.	Georg Fischer (GF)	2

12	PE Elbow 63mm (45 Deg)	Nos.	Georg Fischer (GF)	2
13	PE Equal Tee 125mm	Nos.	Georg Fischer (GF)	2
14	PE Equal Tee 90mm	Nos.	Georg Fischer (GF)	2
15	PE Equal Tee 63mm	Nos.	Georg Fischer (GF)	3
16	PE Equal Tee 32mm	Nos.	Georg Fischer (GF)	5
17	PE Reducer 125mm x 90mm	Nos.	Georg Fischer (GF)	2
18	PE Reducer 125mm x 63mm	Nos.	Georg Fischer (GF)	2
19	PE Reducer 90mm x 63mm	Nos.	Georg Fischer (GF)	2
20	PE Reducer 63mm x 32mm	Nos.	Georg Fischer (GF)	5
21	PE Reducer 32mm x 20mm	Nos.	Georg Fischer (GF)	5
22	PE Saddle 125mm x 90mm	Nos.	Georg Fischer (GF)	2
23	PE Saddle 125mm x 63mm	Nos.	Georg Fischer (GF)	2
24	PE Saddle 90mm x 63mm	Nos.	Georg Fischer (GF)	2
25	PE Saddle 125mm x 32mm	Nos.	Georg Fischer (GF)	2
26	PE Saddle 90mm x 32mm	Nos.	Georg Fischer (GF)	2
27	PE Saddle 63mm x 32mm	Nos.	Georg Fischer (GF)	2
28	PE Saddle 90mm x 20mm	Nos.	Georg Fischer (GF)	2
29	PE Saddle 63mm x 20mm	Nos	Georg Fischer (GF)	2
30	PE Saddle 32mm x 20mm	Nos.	Georg Fischer (GF)	2
31	PE End Cap 125mm	Nos.	Georg Fischer (GF)	2
32	PE End Cap 90mm	Nos.	Georg Fischer (GF)	2
34	PE End Cap 63mm	Nos.	Georg Fischer (GF)	5
35	PE End Cap 32mm	Nos.	Georg Fischer (GF)	5
36	PE End Cap 20mm	Nos.	Georg Fischer (GF)	5
37	Transition Fitting 1/2"x 20mm	Nos.	Georg Fischer (GF)	5
38	Transition Fitting 1/2"x 32mm	Nos.	Georg Fischer (GF)	5
39	Transition Fitting 3/4"x 20mm	Nos.	Georg Fischer (GF)	5
40	Transaction Fitting 3/4"x 32mm	Nos.	Georg Fischer (GF)	5
41	Stop Up Valve 125 mm	Nos	Georg Fischer (GF)	2
42	Stop Up Valve 90 mm	Nos	Georg Fischer (GF)	2
43	Stop Up Valve 63 mm	Nos	Georg Fischer (GF)	2
44	Pre-Cast RCC Valve Chamber cover with frame as per Bid Drawing	Nos	Approved Make	4

B	G.I. Consumable Material list			
1	GI 1/2" Powder coated Pipe, C-Class	Mtr	Approved vendor	100
2	GI 3/4" Powder coated Pipe, C-Class	Mtr	Approved vendor	50
3	GI 1" Powder coated Pipe, C-Class	Mtr	Approved vendor	10
4	Ball Valve (MCV/IV-1/2")	Nos.	Approved vendor	10
5	Ball Valve (MCV/IV-3/4")	Nos.	Approved vendor	10
6	Ball Valve (MCV/IV-1")	Nos.	Approved vendor	10
7	GI 1/2" Powder coated Coupling	Nos.	Approved vendor	10
8	GI 3/4" Powder coated Coupling	Nos.	Approved vendor	10
9	GI 1" Powder coated Coupling	Nos.	Approved vendor	5
10	GI 1/2" Powder coated Union	Nos.	Approved vendor	10
11	GI 3/4" Powder coated Union	Nos.	Approved vendor	5
12	GI 1" Powder coated Union	Nos.	Approved vendor	2
13	GI 1/2" Powder coated Elbow	Nos.	Approved vendor	10
14	GI 3/4" Powder coated Elbow	Nos.	Approved vendor	5
15	GI 1" Powder coated Elbow	Nos.	Approved vendor	2
16	GI 1/2" Powder coated Plug	Nos.	Approved vendor	10
17	GI 3/4" Powder coated Plug	Nos.	Approved vendor	10
18	GI 1" Powder coated Plug	Nos.	Approved vendor	5
19	GI 1/2" Powder coated Equal Tee	Nos.	Approved vendor	10
20	GI 3/4" Powder coated Equal Tee	Nos.	Approved vendor	10
21	GI 1" Powder coated Equal Tee	Nos.	Approved vendor	2
22	GI 1" x 1/2" Powder coated Unequal Tee	Nos.	Approved vendor	2
23	GI 3/4" x 1/2" Powder coated Unequal Tee	Nos.	Approved vendor	2
24	GI 1" x 1/2" Powder coated Reducer	No's	Approved vendor	2
25	GI 3/4" x 1/2" Powder coated Reducer	No's	Approved vendor	5
26	MALE FEMALE elbow 1/2" Powder coated	No's	Approved vendor	10
27	GI 1" Powder coated Clamp with screw and proper pad	Nos.	Standard Make	10
28	GI 3/4" Powder coated Clamp with screw and proper pad	No's	Standard Make	20
29	GI 1/2" Powder coated Clamp with screw and proper pad	No's	Standard Make	50
30	GI 1" Nipple 1"x2"	Nos.	Standard Make	10
31	GI 1" Nipple 1"x3"	Nos.	Standard Make	10
32	GI 1" Nipple 1"x4"	Nos.	Standard Make	10
33	GI 1" Nipple 1"x6"	Nos.	Standard Make	10
34	GI 3/4" Nipple 3/4"x2"	Nos.	Standard Make	10
35	GI 3/4" Nipple 3/4"x3"	Nos.	Standard Make	10
36	GI 3/4" Nipple 3/4"x4"	Nos.	Standard Make	10
37	GI 3/4" Nipple 3/4"x6"	Nos.	Standard Make	10
38	GI 1/2" Nipple 1/2"x2"	Nos.	Standard Make	10
39	GI 1/2" Nipple 1/2"x3"	Nos.	Standard Make	10
40	GI 1/2" Nipple 1/2"x4"	Nos.	Standard Make	10
41	GI 1/2" Nipple 1/2"x6"	Nos.	Standard Make	10
42	Powder coated Meter Bracket	Nos	Standard Make	10

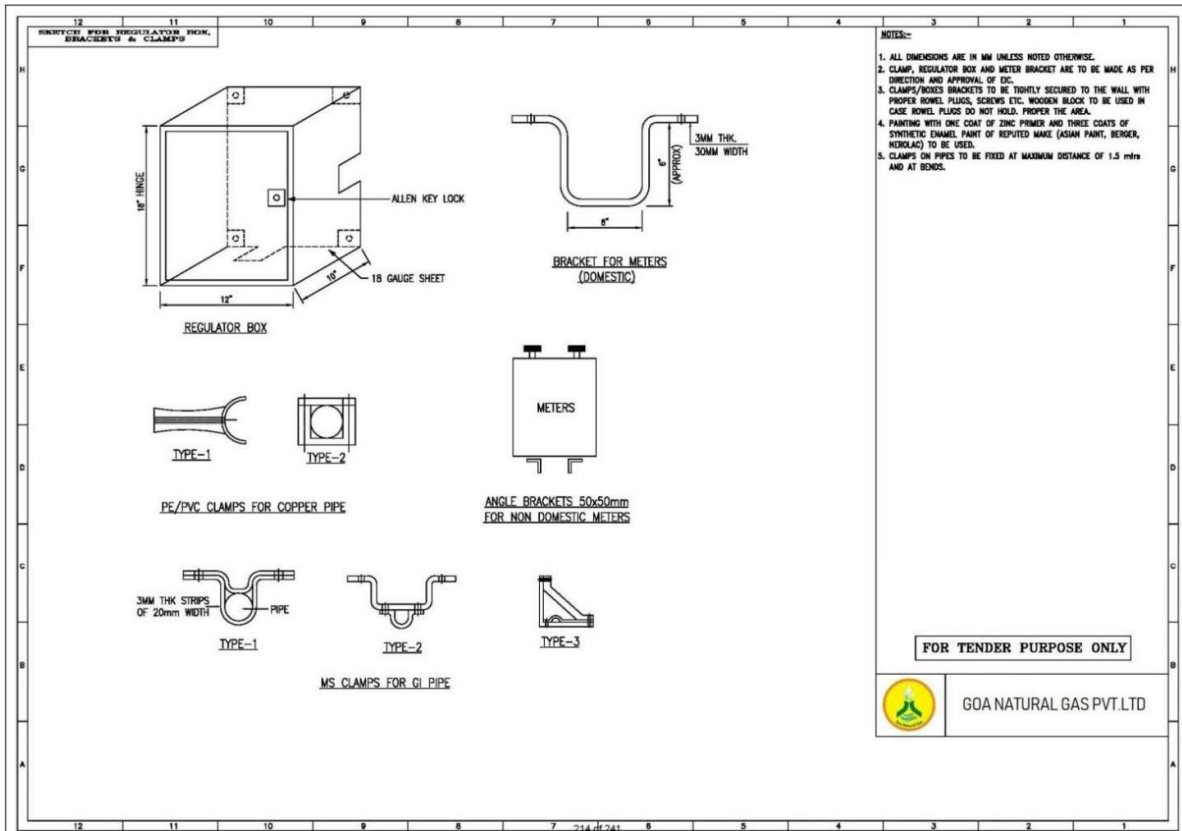
C	Copper Consumable Material List			
1	12 mm copper pipe	Mtr	Approved vendor	50
2	12 mm copper coupler (PRE SOLDERED)	Nos.	Approved vendor	10
3	12 mm copper elbow (PRE SOLDERED)	Nos.	Approved vendor	5
5	O Ring/Seal for Union	Nos.	Approved vendor	10
6	O ring washer for regulator adapter	Nos.	Approved vendor	10
7	O ring washer for meter adapter G-1.6	Nos.	Approved vendor	10
8	Brass Disconnecting Union (¾" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
9	Brass Disconnecting Union (½" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
10	Brass Adopter (¼" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
11	Meter Inlet Union (¾" x ¾")	Nos.	Approved vendor	10
12	Meter Outlet Union (¾" x 12mm, Straight)	Nos.	Approved vendor	10
13	Suraksha Rubber Tube, Wire Braided (1 mtr. Long, IS 9573 part IV)	Mtr.	Approved vendor	20
14	Rubber Hose Clamp	Nos.	Standard Make	30
15	Rawal Plug	Nos.	Standard Make	200
17	S.S Screw	Nos.	Standard Make	200
18	12 mm copper pipe PVC clamp type 2	Nos.	Standard Make	50
19	SOLDER JOINT(WIRE)	Grams.	Standard Make	500
20	FLUX (NON ACIDIC LEAD FREE)	Grams.	Standard Make	500
21	BLOW LAMP (BUTANE GAS CARTRIDGE)	Nos.	Standard Make	1
22	Appliance valve (1/2" NPT)	Nos.	Approved vendor	5
23	Commercial meter adaptor (All size)	SET	Approved vendor	1

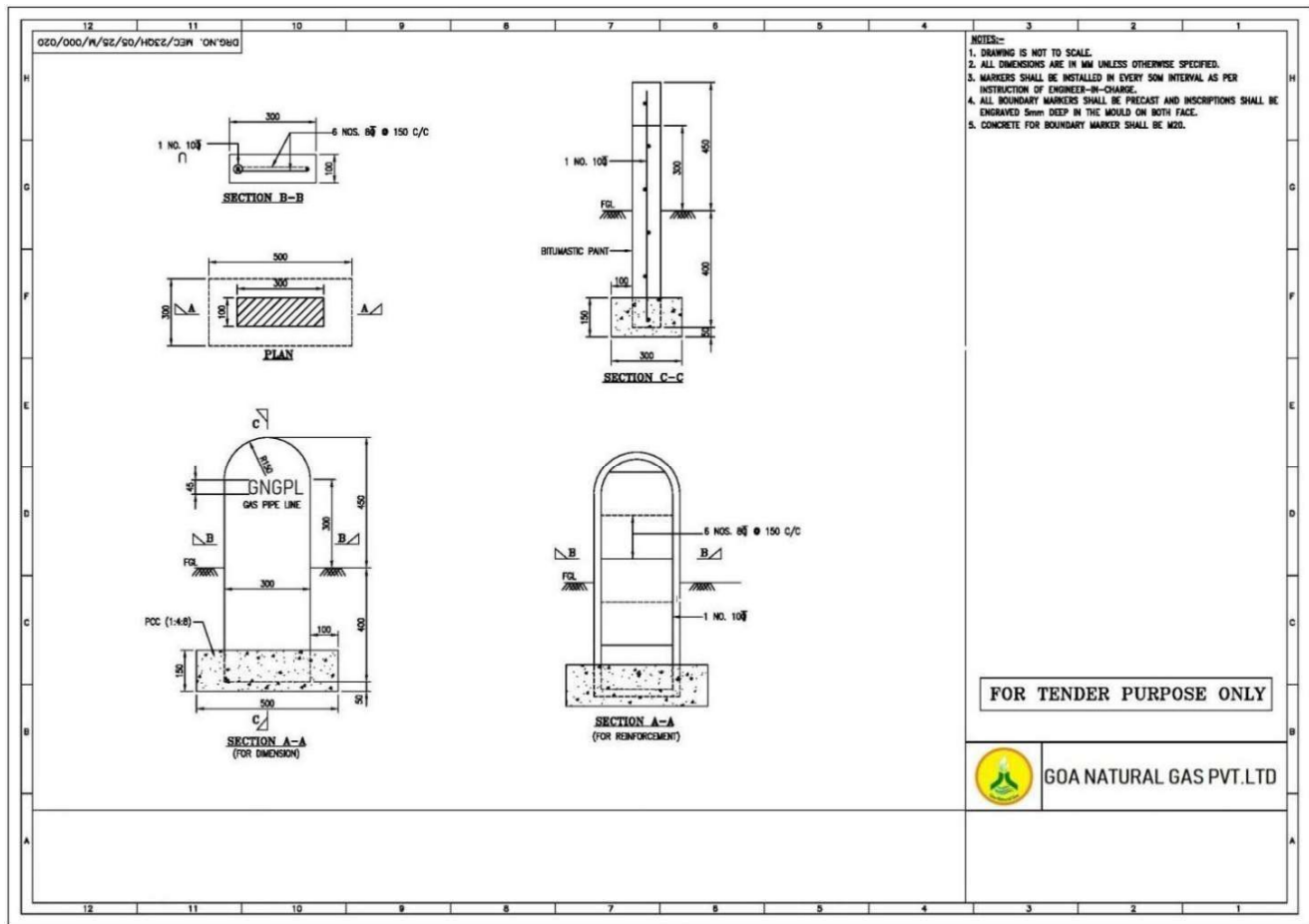
Make of Materials:-

All equipment and materials to be supplied under this contract shall be from approved vendors as accepted by GNGPL.

Where the makes of materials are not indicated in the Bidding Document, Contractor shall furnish details of proposed makes and supply the same after written approval of GNGPL. Proposed makes will be considered, provided sufficient information are furnished to the GNGPL to assess the makes proposed by the Contractor as equivalent and acceptable.

Technical Specifications and Drawings:





Details for Bought Out Items

1. **INSPECTION / DOCUMENTS FOR SUPPLY ITEMS:** Contractor has to supply materials of approved make in the vendor approved list mentioned in the tender. Contractor shall supply the invoice at the time of submitting the Material Receipt Voucher (MRV). Valid TPJA report shall be submitted when GNGPL ask to submit. Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test / inspection reports as per GNGPL Ltd Technical Specification and specified code for 100% material, at the time of final inspection of each supply lot of material. Even after third party inspection, GNGPL Ltd reserves the right to select a sample of tube randomly from each manufacturing batch and have these independently tested. Should the results of these tests fall outside the limits specified in GNGPL Ltd Technical specification, then GNGPL Ltd reserves the rights to reject all production supplied from the batch.

2. TECHNICAL SPECIFICATION FOR GI PIPES:

Service	Natural Gas
Working Pressure	4 bar (g)
Test Pressure	6 bar (g)
Working Temperature	0°C to 50°C
Material Description	IS: 1239 (Part-I) Heavy Duty, Continuous Welded
Min. Tensile Strength	30 kgf/sq.mm
Min. Elongation	6%
Tolerance	+ Not limited, - 10%
Protective Coating	Galvanized uniformly to protect from corrosion as per IS:4736/ASTM A53 or by ElectroGalvanizing
Ends of Pipes	Plain End
Inspection	100% Pressure Testing shall be carried out at factory

General Notes: All pipes and their dimensions, tolerance, chemical composition, physical properties, heat treatment, hydro test and other testing and marking shall conform to the codes and standards. Material test certificates (physical property chemical composition & heat treatment report) shall also be furnished for the pipes supplied. Pipe shall be supplied in single or double random length of 4 to 7 and 7 to 14meters respectively. Galvanized pipes shall be coated with zinc by hot DLF process conforming to IS: 4736/ ASTM AS3 or by electro galvanizing. Zinc conforming to any grade specified in IS 13229-1991 with latest amendment shall be used for the purpose of galvanizing. The molten metal in the galvanizing bath shall contain not less than 98.5 % by mass of Zinc. Minimum mass of Zinc coating determined as per IS: 6745 shall be 360 gm/m². The galvanized coating when determined on a 100mm long test piece in accordance with IS 2633: 1986 with latest amendments shall withstand 5 one-minute dips. The Zinc coating on internal and external surfaces shall be uniform adhered reasonably smooth and free from such imperfection as flux, ash and drop inclusion, bare patches, black spots, lumpiness runs, rust stains, bulky white deposits and blisters. Rejection and acceptance of these defects shall be in accordance with Appendix A of IS 2629: 1985 with latest amendments.

Marking and Dispatch: All pipes shall be marked in accordance with the applicable codes, standards and specifications. Paint or ink for marking shall not contain any harmful metal or metallic salts, such as Zinc Lead or Copper which causes corrosive attack in heat. Pipes shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind. Pipes shall be protected from rust, corrosion and mechanical damage during transportation, shipment and storage. Steel end protectors to be used on galvanized pipes, shall be galvanized. Both ends of the pipe shall be protected with the following material.

Plain End : Plastic Cap
 Bevel End : Wood, Metal or Plastic Cover Threaded
 End : Metal or Plastic Threaded Cap

Packing: Packing size to be mentioned to ensure uniformity in delivery condition of the material being procured. Contractor shall submit the packaging details during QAP and also compiled with at the time delivery.

3. TECHNICAL SPECIFICATION FOR COPPER PIPES:

Service	Natural Gas
Working Pressure	300 mbar (g)
Hydrostatic Test Pressure	35 bar (g) for 10 sec as per EN 1057(latest)
Working Temperature	0°C to 50°C
Material Description	BS EN 1057 (latest) grade Cu - DHP or CW024A
Min. Tensile Strength	250 N/sq.mm
Min. Elongation	30%
Tolerance	+ .5mm, - 0
Chemical Composition	Cu % including silver: Min 99.9 % Phosphorus %: 0.015 to 0.040%
Manufacture	The tubes shall be solid drawn by the process of melting, extrusion and thereafter bright annealing. The ends shall be cut clean and square with the axis of the tube in no case shall tubes be redrawn from old or used tubes
Inspection	100% Pressure Testing shall be carried out at factory
Size	12 mm

General Notes: All pipes and their dimensions, tolerance, chemical composition, physical properties, heat treatment, hydro test and other testing and marking shall conform to the codes and standards. Material test certificates (physical property chemical composition & heat treatment report) shall also be furnished for the pipes supplied. Pipe shall be supplied in single length of 3 meters respectively. Freedom from defect: The tubes shall be free from internal and external fins, flaws skin defects, blowholes, etc. or other irregularities which might restrict the free flow of fluid and shall be so designed that resistance to the flow of fluid through the tubes is minimized. All tubes will be supplied 100 % Eddy current tested as per ASTM E243 and BS EN 1057. Eddy current testing is a computer aided test, wherein the tubes pass through a probe and an electromagnetic field is created around the peripheral of the tube to detect any flaw or blow hole which may not visible to the naked eye. The manufacturer must have in house Eddy current testing facilities to supply to GNGPL. GNGPL reserve right to witness the Eddy current facility at the manufacture's factory premises. Drift Expanding Test: Drift expanding test shall be carried out as per EN 1057. The OD of the tube end shall be expanded by 30%

using a conical mandrel (at angle 45⁰) with no wrinkles, cracks, break, or any form of defect should occur on the tube during test & after the test. Carbon Film Test: Cu tubes to be tested for carbon film test and the manufacture will certify that the tubes meet requirement of clause 8.5 of BS EN 1057. Carbon Content Test: Cu tubes to be tested of carbon content test to ensure a carbon level to avoid the formation of carbon film during installation. Max carbon level shall be permitted as per clause 6.5 of BS EN 1057.

Marking and Dispatch: All pipes shall be marked in accordance with the applicable codes, standards and specifications. Paint or ink for marking shall not contain any harmful metal or metallic salts, such as zinc lead or copper which causes corrosive attack in heat. Pipes shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind. Pipes shall be protected from corrosion and mechanical damage during transportation, shipment and storage.

Packing: Packing size to be mentioned to ensure uniformity in delivery condition of the material being procured. Contractor shall submit the packaging details during QAP and also compiled with at the time delivery.

4. TECHNICAL SPECIFICATION FOR GI FITTINGS:

Service	Natural Gas
Working Pressure	4 bar (g)
Pressure Test	As per Clause 11.1b of IS:1879-1987 with latest amendment on each and every fittings
Working Temperature	0°C to 50°C
Material Description	IS:14329-1995, latest amendments Grade BM 300
Tolerance	As per IS 1879 -1987 with latest amendments
Protective Coating	Fitting should be galvanized as per IS:4759 -1996 with latest amendments
Weight	As per section 2-10 of IS:1879- 1987 with latest amendments
Inspection	100% Pressure Testing shall be carried out at factory
Thread Type	NPT type conforming to ASME B1.20.1 (External & internal threads shall be tapered. The outlet fittings shall be chamfered.)
Size	12 mm

General Notes: All fittings and their dimensions, tolerance, chemical composition, physical properties, heat treatment, hydro test and other testing and marking shall conform to the codes and standards. Material test certificates (physical property chemical composition & heat treatment report) shall also be furnished for the fittings supplied. Zinc conforming to any grade specified in IS 13229-1991 with latest amendment shall be used for the purpose of galvanizing. Galvanizing bath: The molten metal in the galvanizing bath shall contain not less than 98.5 % by mass of zinc. Mass of zinc coating: Minimum mass of zinc coating determined as per IS:6745 shall be 610 - 700 gm/m². The zinc coating on internal and external surfaces shall be uniform adhered reasonably smooth and free from such imperfection as flux, ash and drop inclusion, bare patches, black spots, lumpiness runs, rust stains, bulky white deposits and blisters. Rejection and acceptance of these defects shall be in accordance with Appendix A of IS 2629: 1985 with latest amendments.

Pressure Test: Vendor shall carry out pneumatic pressure test as per clause 11.1b of 1879-1987 with latest amendments on each and every fitting. Vendor to submit the internal quality control certificate for the same. GNGPL shall witness pneumatic testing as per the sampling procedure specified in 1879 with latest amendments.

Compression Test: The test shall be conducted to judge the malleability of the pipe fittings and shall be carried out as per clause 12 of 1879-1987 with latest amendments.

Marking and Dispatch: All fittings shall be marked in accordance with the applicable codes, standards and specifications. Paint or ink for marking shall not contain any harmful metal or metallic salts such as zinc lead or copper which causes corrosive attack in heat. All fittings shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind. All fittings shall be protected from rust, corrosion and mechanical damage during transportation, shipment and storage.

5. TECHNICAL SPECIFICATION FOR COPPER FITTINGS:

This specification covers the requirements for Copper Capillary fittings (End feed). Unless modified by this specification requirement European EN 1254 Part-I shall be valid.

MATERIAL: The material used for the manufacturer of Copper Capillary Fittings shall conform to BS EN 1254 - 1: latest Half hard. Material used for the solder should conform to BS 219 & BS EN 29453 or equivalent and should be lead free.

DIMENSIONAL TOLERANCES: Dimensions tolerances of various types of copper capillary fittings (End feed) shall be as per BS 864 Part-2 (latest) & EN 1254 (Open tolerances on dimensions shall be ± 0.1 mm). The tolerances as specified in EN 1254 in nominal diameter are as follows (Ref Table 2).

Nominal Diameter	Tolerance on the mean diameter with respect to the nominal diameter		Resulting Difference	Diametrical
D	Outside Dia of male end (mm)	Inside Dia of Socket (mm)	Max. (mm)	Min. (mm)
12 mm	+ .004 – .005	+ 0.15 - 0.06	0.20	0.02

The minimum wall thickness of a fitting shall be in accordance as given below (Ref. Table 5 of EN 1254). Nominal Dia mm D: 12 - Minimum wall thickness (mm) Wrought Coppers 0.6, End connection of the Fitting must be capable of end feeding. Internal solder ring type fitting is not acceptable.

CARBON IN BORE: The internal surface of copper capillary fittings for soldering or brazing shall not contain any detrimental film nor present a carbon level high enough to allow the formation of such a film during installation. The maximum total carbon level on internal surfaces shall not exceed 1.0 mg/dm² when tested in accordance with the specification.

CHEMICAL PROPERTIES: Each heat no. of the copper fitting will be tested for chemical properties to conform to non-arsenical copper DHP grade C 106 as per BS EN 1057 & BS 2871 to have the following chemical composition:

Copper Percentage : Min 99.9%
Phosphorus Percentage : 0.015 to 0.040%

The fittings shall be free from internal fins, blow holes, skin defects etc. or other irregularities which might restrict the free flow of fluid, and shall be designed that resistance to the flow of fluid through the fittings is minimized.

PRESSURE TEST: All fittings shall be leak tested at the option of BGL at a pressure of 1 bar (g) for a period of 2 minutes and no leakage is permitted during this period Manufacturer's Test Certificate is necessary with supply.

STRESS CORROSION RESISTANCE TEST: A Stress Corrosion Resistance is to be carried out as per method defined in ISO 6957 using test solution of pH 9.5 but without pickling.

MARKING: Each tube shall be embossed with manufacturers name or trade mark BS 864 or EN 1254. Each packing containing fittings shall carry the following stamped or written in indelible ink.

- a) Manufacturer's name or trade mark
- b) Designation of tubes
- c) BS Symbol mentioning as 864 or EN 1254 to be used.

6. **STANDARD SPECIFICATION FOR BRASS FITTINGS:**

This specification covers the requirements for Brass Fittings. The fittings should be suitable for use with normal working pressure of 100m bar & maximum working pressure of 200m bar. Unless modified by this specification, requirement of BS: 746 shall be valid. All pressure mentioned in this specification are Gauge Pressures.

MATERIAL: The material used for the manufacturer of Brass fittings shall confirm to IS: 319 or EN 1254-1(latest). Free cutting extruded brass rod. Vendors shall use materials having valid BIS or BS monogram. Material used for the solder should conform to BS EN 29453 and should be lead free. Solder material shall be generally melting within the temperature range 180 to 250 c Threading on the Brass Fitting shall be done by BS 21.

DIMENSIONAL TOLERANCES: Dimensions tolerances of various types of fittings shall be as per BS: 746.

Diameter	Tolerance on mean Diameter w.r.t. the nominal diameter		Resulting Diametrical Difference	
	Outside Dia of male end	Inside dia of male end	Max (mm)	Min(mm)
D				
12 mm	+0.04	+0.15	0.20	0.02
	-0.05	+0.06		

Union nuts shall be of hexagonal type. The Minimum wall thickness of a fitting shall be in accordance as given below.

THREADS: Fittings shall be threaded to dimensions & the tolerances as specified in BS: 21 unless specified otherwise. Provisions for tightening shall be made on all straight fittings. All male & female threads are tapered. The outlet of the fittings shall have a chamfer the chamfer shall have an included angle of $90^{\circ} \pm 5^{\circ}$ for internal threads & $70^{\circ} \pm 10^{\circ}$ for external threads. The fittings shall be free from internal fins or other irregularities which might restrict the free flow of fluid & shall be so designed that resistance to the flow of fluid through the fittings is minimized.

Carbon in Bore: The internal surface of brass capillary fittings for soldering or brazing shall not contain any detrimental film nor present a carbon level high enough to allow the formation

of such a film during installation. The maximum total carbon level on internal surface shall not exceed 1.0 mg/dm² when tested in accordance with specification. Test shall have carried out as per EN 1254-1.

Resistance to Dezincification: The fitting shall be manufactured from alloys containing more than 10% Zinc. So, fittings shall be required to be resistant to dezincification it shall be carried as per EN -1254-1.

Stress Corrosion Resistance Test: A stress corrosion resistance is to be carried out as per method defined in ISO 6957 using test solution of pH 9.5 but without pickling.

PRESSURE TEST: All fittings shall be leak tested at a pressure of 1 bar (g) for a period of 5 minutes & no leakage is permitted during this period.

MARKING: Each fitting shall be embossed with manufacturers name or trade mark. Each packing containing fittings shall carry the following stamped or written in indelible ink.

- a) Manufacturer's name of trade mark
- b) Designation of fittings
- c) Lot number

7. TECHNICAL SPECIFICATION FOR ISOLATION & APPLIANCE BALL VALVES:

The intent of this specification is to establish minimum requirements to manufacture and supply of Isolation & Appliance Ball Valves used for supply of natural gas.

Material specification for Isolation Valves: Isolation Ball Valve with Full Bore, NPT Female (Confirming to ANSI B1.20.1) ends for natural gas application).

Sizes	1/2"
Body	Hot Pressed/ Forged Brass, Nickel/ Chrome Plated
Ball	Hard Chrome/ Nickel Plated Hot Pressed/ Machined Brass Bar with Teflon Seat. With operating Knob and locking arrangement with sealing wire and lead seal (Without Key). Valve full open/close position shall be at 90°.
Maximum Operating Pressure	4.0 Bar (g)
Hydrostatic Test Pressure	6.0 Bar (g)
Markings	Manufacturer's name or trade mark Model designation. Rate working pressure in Bar & Direction of flow, if necessary
Leakage	The permissible external/ internal leakage shall be specified by the vendor, with reference to relevant code. However, in no case the leakage in both the cases shall exceed 1 ml/ min at maximum working pressure specified.
Mechanical Strength	The body of the valves shall be capable of withstanding without deformation or leakage 125 Nm torque, as applied to a pipe being connected to the valve. Valve shall be capable of withstanding without deformation or leakage 340 Nm bending moment or an angular displacement of 10° whichever occurs first, if applied to a pipe connected to the valve. The valves shall be capable of withstanding 25 Nm impact without breakage or leakage.

Material specification for Appliance Valves:

Application Ball Valve	Full Bore with ½" NPT (Confirming to ANSI B1.20.1) Female as an inlet and the outlet shall be having Ni/ Cr plated brass or steel a nozzle (Serrated to suit ¼" rubber tubing/ hose connection) and the material is required for Domestic Natural Gas Service.
Body	Total body including the nozzle shall be of Hot Pressed/ Forged Brass, Nickel/ Chrome Plated.
Ball	Hard Chrome/ Nickel Plated Hot Pressed/ Machined Brass Bar with Teflon Seat With a metallic operating/ knob/ lever for full open/ close at 90° position.
Maximum Operating Pressure	35 milli Bar (g)
Hydrostatic Test Pressure	1.0 Bar (g)
Markings	Manufacturer's name or trade mark, Model designation, Rate working pressure in Bar, Direction of flow, if necessary
Leakage	The permissible external/ internal leakage shall be specified by the vendor, with reference to relevant code. However, in no case the leakage in both the cases shall exceed 1 ml/ min at maximum working pressure specified.
Mechanical Strength	<p>The body of the valves shall be capable of withstanding without deformation or leakage 75 Nm torque, as applied to a pipe being connected to the valve.</p> <p>Valve shall be capable of withstanding without deformation or leakage 125 Nm bending moment or an angular displacement of 10° whichever occurs first, if applied to a pipe connected to the valve.</p> <p>The valves shall be capable of withstanding 25 Nm impact without breakage or leakage.</p>

PENALTY AND DEDUCTIONS:

1. As per the SOR If the gas supply has not been restored within 2 hr, penalty of Rs 1000/ hr delay. Additional gas loss during this time.
2. As per the SOR If the gas supply has not been restored within 4 hr, penalty of Rs 1000/hr delay shall be applicable Additional gas loss during this time.
3. As per the If Minimum inventory is not provided within 15 days from the date of intimation, penalty of Rs 500 Per day of delay shall be applicable.
During fortnightly verification, If Minimum inventory found fail to maintain then vendor will have to maintain within one week. If again failed to maintain the inventory, penalty of Rs 200 Per day of delay shall be applicable.
4. As per the SOR if the vehicle is not deployed within 15 days after intimation a penalty of Rs 2000/vehicle/day delay will be charged.
In case of non-working of GPS / breakdown of the Two wheelers / Non availability of Fuel, penalty of Rs. 200 per day per vehicle will be levied.
5. If Critical equipment's for emergency handling as per the list, are not available then the penalty of Rs 500 per instance will be levied.

6. Contractor will be held responsible for any theft or pilferages, loss, other offences and should liaison with police regarding the investigation for any malpractice. The particular employee should be terminated from his services immediately and replacement should be provided within 48 Hours, failing to which attract penalty according to non-availability of man power clause.
7. **If Successful bidder refuses / fails to execute the work as per instructions from GNGPL, the work will be carried out from other contractor by the GNGPL at the sole risk & cost of successful bidder and actual cost incurred by GNGPL plus 15% overheads will be deducted from successful bidder's bill.**

RECOVERY

- 1) Cost of any damage / loss of the property of GNGPL by the contractor shall be recovered from the Bills / Security Deposit of the contractor & the decision of EIC GNGPL in this regard shall be final, binding and conclusive.
- 2) If the contractor fails to provide safety gears to his personnel within 15 days from the date of start of work, GNGPL shall provide the same, the cost of which, including the overheads as decided by GNGPL, shall be recovered from the contractor's Bills.

If at any moment GNGPL feels that the services provided is not satisfactory GNGPL reserves the right to De-hire the services immediately and in that case the Contractor will not be paid any Compensation and his Performance Bank Guarantee (PBG) will be forfeited.

SAFETY

All workmen deployed by the successful bidder should have undergone a training provided by GNGPL. No person will be allowed to work before induction of Safety training. Also, before joining of the work at GNGPL, successful bidder shall submit the fitness certificate of all individuals as per instructions from GNGPL. The successful bidder should provide necessary PPEs to all their workmen failing which necessary deductions as per above shall be made by GNGPL

Section -III
Standard HR Clauses

“Service” shall comprise the Scope of Work as attached for **“HIRING OF SERVICES FOR OPERATION & MAINTENANCE OF CGD NETWORK FOR GOA NATURAL GAS PVT LTD PRIVATE LIMITED NORTH GOA (NORTH) REGION & SERVICES FOR CARRYING METER READING, BILL GENERATION AND BILL DISTRIBUTION ACTIVITIES FOR PNG DOMESTIC CUSTOMERS FOR COMPLETE NORTH GOA GA FOR A PERIOD OF TWO YEARS.”**

“Location(s)” where the services are to be rendered, are defined in the Scope of Work.

Engagement:

Goa Natural Gas Pvt Ltd intends to engage Contractor to provide the service(s) at North Goa and for a period of 24 months from the date of commencement of service, subject to the terms and conditions herein after specified.

Man-days:

Minimum requirement / average monthly requirement (whichever is applicable) of man-days / resources:

The minimum requirement of the resources is as under (refer Table 1):

Table 1: Categories of man-days

SN	Category {*}	Requirement (if required, provide shift-wise requirement)	Number of months
1	Unskilled	As per requirement	24
2	Semi-skilled	As per requirement	24
3	Skilled	As per requirement	24
4	Highly Skilled	As per requirement	24

{*The category may be determined in line with Gazette Notification No. S.O. 188 (E), 190 (E) and 191 (E) dated 19.01.2017 as applicable for Construction, Sweeping & Cleaning and Watch & Ward respectively or Code on Wages-2019 (after it comes into force).

The contractor is required to maintain a monthly average of *< to be defined >* nos. of resources. A daily variation of upto +/- 10 % in deployment, if required, may be allowed to ensure operational flexibility and desired productivity / quality of work. **Illustration:**

If the average monthly requirement is 100 nos. of resources with variation of +/- 10%, the contractor may be allowed an operational flexibility to deploy resources in the range of 90-110 nos. per day of resources considering the quantum of work on a particular day. However, the average monthly deployment of 100 nos. of resources is to be maintained.

- a) Qualification and experience of resources to be deployed: As defined in scope of work.
- b) Contractor shall ensure that the resources to be deployed are:

➤ Trained, experienced and competent to do the jobs for which they are assigned.

- Well dressed, well groomed, neat, tidy and presentable to a standard reasonably required for the particular service(s) for which they are assigned, and shall wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
- Polite, respectful and courteous.

Cost of minimum resources to be deployed:

The estimated cost of minimum resources/ average monthly resources (whichever is applicable) to be deployed is based on applicable minimum wages [as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force)] vide order no. F.No. **1/6(2)/2025/LS-II dated 28/03/2025**. The wages for different categories are as under (refer Table 2):

Table 2: Notified Wage rate for different categories as per the latest wage revision based on the order no. F.No. **1/6(2)/2025/LS-II dated 28/03/2025** by Office of the Chief Labour Commissioner(c), New Delhi.

S.N	Category {*}	Daily Wage (₹)	Monthly Wage (₹)
1	Highly Skilled	981	Daily wage x 26 days
2	Skilled	893	Daily wage x 26 days
3	Semi Skilled	760	Daily wage x 26 days
4	Unskilled	674	Daily wage x 26 days

{*The category may be determined in line with Gazette Notification No. S.O. 188 (E), 190 (E) and 191 (E) dated 19.01.2017 as applicable for Construction, Sweeping & Cleaning and Watch & Ward respectively or Code on Wages-2019 (after it comes into force).}

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

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

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

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

Note: Actual amount against the components mentioned in Sl. No. 1 to 11 of Table-3 will be released by Goa Natural Gas Pvt Ltd only after submission of proof of payment.

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

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

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

The quoted "Service Charge" will remain firm and fixed during the contract period. The Bidder is required to submit an undertaking, as per ***Annexure- iii.***

1. Uniform:

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

2. Biometric System:

The contractor(s) shall be required to install a Biometric System (including punching and face detection) at their own cost to regulate the entry and exit of the deployed personnel.

3. Deficiency:

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

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

- a) It is recognized that there may be deficiencies in the performance by the Contractor with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by EIC/ Goa Natural Gas Pvt Ltd in any service(s) to be performed by the Contractor, Goa Natural Gas Pvt Ltd shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.
- b) The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and Goa Natural Gas Pvt Ltd shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the Goa Natural Gas Pvt Ltd to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor or from the Security Deposit @ Rs. 1,000/- per instance.
- c) List of deficiencies and penalties thereof:

Table 4: List of deficiencies and penalties thereof

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1	Non deployment /short deployment of resource(s)	Rs 1,000/- per resource per instance
2	Complaints of misbehaviour or negligence on the part of the resource	Rs. 1,000/- per instance
3	Non-wearing of uniform / wearing untidy uniform by the resource on duty.	Rs.100.00 per day per resource
4	Non-submission of running / final bill beyond 30 days of stipulated time for the applicable date of bill submission	Rs. 1,000/- per instance and Rs.100/- per day beyond that.
5	Any other deficiency(ies) in service and/or material as defined in scope of work. [After issuing warning letter]	As per SCC and SOW
6	Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment/late payment / short payment of wages	Rs. 1,000/- per resource per wage period.
7	Failure to ensure safety compliance at site	Rs. 1000/- per incident

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

- d) In case, the deficiency continues for such period or in such manner as determined by Goa Natural Gas Pvt Ltd that affects the services as mentioned in the Scope of Work, Goa Natural Gas Pvt Ltd decision in this regard shall be final and binding on the Contractor. The Contractor shall be liable to pay compensation at the rate of 1 % (one percent) of the estimated cost of the service for every week limited to a maximum of 10 % (ten percent) of the value of the service. In the event of his failure to do so, the EIC may, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and expense in all respects of the Contractor or may terminate the contract due to non-performance.

The decision of the EIC, as to any issue arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, Goa Natural Gas Pvt Ltd reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

4. Performance:

Performance of the Contractor shall be dealt as per Clause No. 2.14 of General Conditions of Contract (GCC).

5. Documents for technical bid qualification

- a) PF Registration Certificate
- b) ESIC Registration Certificate, if the 'Location(s)' of 'Service' as defined in the Scope of Work falls under the ESI implemented area

The bids shall be rejected due to non-submission of aforesaid documents.

Compliances under various Labour Laws

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

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

1.1. Minimum Wages:

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

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

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of Goa Natural Gas Pvt Ltd. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of Goa Natural Gas Pvt Ltd have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

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

Payment of Bonus / ex-gratia shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

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

Leaves/ Leave with wages/ Holiday:

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

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

- i. As per the Factories Act, 1948 (if applicable):-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the Shops & Establishment Act (if applicable) : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. As per the Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable): (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

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

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

- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of **separate e-Challans / ECR alongwith proof of payment/receipt** in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GOA NATURAL GAS PVT LTD.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).
- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO.***

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

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

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

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

5. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

6. The Payment of Gratuity Act, 1972

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

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

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of Goa Natural Gas Pvt Ltd initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further,** Goa Natural Gas Pvt Ltd as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

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

- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)

- b) The Maternity Benefit Act, 1961
- c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
- d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
- e) Contract Labour (R&A) Act-1970
- f) Inter-State Migrant Workmen Act-1979
- g) Employees' Provident Fund & Misc. Provisions Act- 1952
- h) Employees' State Insurance Act-1948
- i) Employees' Compensation Act, 1923
- j) Payment of Gratuity Act, 1972
- k) Minimum of Wages Act, 1948
- l) The Payment of Wages Act, 1936
- m) The Payment of Bonus Act, 1965

Annexure- III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify Goa Natural Gas Pvt Ltd against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify Goa Natural Gas Pvt Ltd against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify Goa Natural Gas Pvt Ltd from all claims, demands, actions, cost and charges etc. brought by any court,

competent authority / statutory authorities against Goa Natural Gas Pvt Ltd.

4. The Contractor shall also indemnify Goa Natural Gas Pvt Ltd for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy & efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.)
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Engineer In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of Goa Natural Gas Pvt Ltd while at the site/work. All existing and amended safety / fire rules of Goa Natural Gas Pvt Ltd are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify Goa Natural Gas Pvt Ltd from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed

resource(s) examined from a civil Govt. Doctor / Goa Natural Gas Pvt Ltd's Doctor.

13. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume alcoholic drinks or any narcotics within the premises of Goa Natural Gas Pvt Ltd (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe** and **Other Backward Class** in order to have a fair representation of these sections of the society.
15. The successful bidder / contractor will as far as possible engage local workers/manpower in the activities to be undertaken / executed by them for Goa Natural Gas Pvt Ltd.
16. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in GOA NATURAL GAS PVT LTD** under the provisions of the Apprentices Act, 1961.
17. The Contractor is required to maintain all Registers and other records in an **office** within the premises of Goa Natural Gas Pvt Ltd or at a place **within a radius of three kilometers**.
18. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
19. **Gate/ Entry Pass or Authorization:**
Entry to the premises of Goa Natural Gas Pvt Ltd is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
20. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
21. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
22. **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in Goa Natural Gas Pvt Ltd premises. Such verification will have to be carried out from concerned police station of their

permanent place of residence/present place of residence.

- b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of Goa Natural Gas Pvt Ltd under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of Goa Natural Gas Pvt Ltd and has come to the notice of Goa Natural Gas Pvt Ltd at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of Goa Natural Gas Pvt Ltd.
23. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
24. The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.
25. The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal.

Annexure- IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of Goa Natural Gas Pvt Ltd. The Contractor shall submit evidence / proof to Goa Natural Gas Pvt Ltd in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in Goa Natural Gas Pvt Ltd.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana– if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY) /Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform Goa Natural Gas Pvt Ltd /Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Annexure-V

Records and Registers

1. Maintenance of records and registers

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

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
 - b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
 - c) Labour Codes (after they are made effective by Government of India)
2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:
- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages- 2019 after it comes into force)
 - b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)

- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages- 2019, after it comes into force)
- g) Copies of Employment Card in FORM XIV

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

Copy of registration under the Building and Other Construction Workers (RE&CS) Act, 1996 in case he employs ten or more building workers in any building or other construction work.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorised person** in Goa Natural Gas Pvt Ltd certifying as “**Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at (place)**” along with **copy of bank statement** duly certified by bank and copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment as proof of **Cashless Transaction / Payment of wages through e- banking/digital mode**.
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in Goa Natural Gas Pvt Ltd in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in statement as per **Annexure- i**.
- v. Copy of Wage Slips in FORM XIX
- vi. Proof of deposit of Cess under The Building and Other Construction Workers’ Welfare Cess Act, 1996, (if applicable)

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying Goa Natural Gas Pvt Ltd from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii**.
 - ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
 - iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
 - iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
 - v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
 - vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
 - vii. Copy of proof towards release of Leave Encashment
 - viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
 - ix. Proof towards PF KYC compliance of contract workers
 - x. Proof of deposit of total Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).
4. Verifications of bills and documents submitted by the Contractor

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

Annexure-i

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

(1) Name of the Firm/Agency/Contractor _____

- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From ____ to _____
- (a) Extension Period of Contract, if any from ____ to _____
- (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from ____ to _____
- (13) Detail of Resource engaged by the Contractor:

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

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

Annexure-ii

INDEMNITY BOND

WHEREAS GOA NATURAL GAS PRIVATE LIMITED (hereinafter referred to as Goa Natural Gas Pvt Ltd) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at Rajan Villa, Plot No-33, Journalist Colony, Porvorim, North Goa. 403521 has entered into a CONTRACT with **<name of the Contractor>** Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office -----

----- for Rs. -----for **<NAME OF THE CONTRACT>** ---- **for a period of ”** and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No -----and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

Goa Natural Gas Pvt Ltd has also requested the CONTRACTOR to execute an Indemnity Bond in favour of Goa Natural Gas Pvt Ltd indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of Goa Natural Gas Pvt Ltd for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified Goa Natural Gas Pvt Ltd from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to Goa Natural Gas Pvt Ltd forthwith, on demand, without protest the loss suffered by Goa Natural Gas Pvt Ltd together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with Goa Natural Gas Pvt Ltd that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of Goa Natural Gas Pvt Ltd arising from any such contract/case for which Goa Natural Gas Pvt Ltd has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

Signature of Contractor/Authorized Representative

Place:

Date:

Annexure- iii

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed Goa Natural Gas Pvt Ltd /owner is at liberty to take action in line with the tender conditions including termination of the contract.

I/we further undertake that I/We have completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document including Scope of work and special conditions of Contract (SCC) including:

- a) Standard Conditions of SCC Part-I
- b) Standard Conditions of SCC Part-II, Part-III, Part-IV
- c) Standard Conditions of SCC Part-V

The bidder undertakes that he has quoted the service charge / rates considering all above points.

Signature of Bidder.....

Name of Bidder.....

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m. currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children	Provides compensation and medical facility to resources.

3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Mantri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 20/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJ B)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

Note:

****The estimated rate as above includes sufficient margin towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin.***

The reimbursement due to any upward revision of wages shall be limited only to the statutory wage components i.e. wages, PF, ESI / EC, Bonus and Leave wages and the impact of revision on wages shall not be allowed on i) overheads considered in the estimate ii) percentage of “Service Charge” quoted by bidder in the SOR.

The Bidder undertakes that he has completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document including Scope of work and Special Conditions of Contract (SCC) including:

- a) Standard Conditions of SCC Part-I,***
- b) Standard Conditions of SCC Part-II, Part-III, Part-IV***
- c) Standard Conditions of SCC Part V.***

The bidder undertakes that he has quoted the service charge / rates considering all above points.

Signature of Bidder..... Name of Bidder.....

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

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

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

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

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

Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

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

Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

Orders for Misc/Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

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

5.1 FOR OPERATION & MAINTENANCE

Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0.

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

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

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

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

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

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

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

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

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

- **First such instance:** Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/ Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
- **Second such instance** in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card for a period of One Year.
- **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years.

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

- **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non• performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- **Second instances** in other ongoing order (s)/ contract (s) or new order(s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.
- Further, the bidder status regarding Yellow card should be mentioned in the **TCR/ Proposal for Price Bid Opening** so that delivery/ execution may be closely monitored by the concerned.
- Where Performance rating is "FAIR": Recommend for issuance of warning to such defaulting Vendor/Supplier/Contractor/ Consultant to improve their performance.

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

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

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

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

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

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

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

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

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

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

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

- HOD (C&P)- Corporate Office
- CFO
- CGM level officer of concerned department

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

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

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

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

The same Committee who have recommended for issuing show cause notice will prepare a proposal covering point wise reply to issues brought out by Vendor/Supplier/Contractor/ Consultant in their reply to show cause notice and forward their final recommendation for keeping the Vendor/ Supplier/Contractor/ Consultant on Holiday or otherwise through concerned OIC to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation.

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

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

After obtaining approval from CEO, Corporate C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.

A list of all parties put on holiday will be communicated to all concerned and will also be maintained at GNGPL Intranet.

However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary basis.

The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of such proposal.

5.2 Procedure for Suspension of Bidder

Initiation of Suspension

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

Suspension Procedure:

The suspension period shall be limited to maximum six months.

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

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

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

Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from GNGPL.

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

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

Effect of Suspension of business:

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

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

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

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

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

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

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

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

6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

An order for Holiday passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

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

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

Effect on other ongoing tendering:

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

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

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

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

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

Authority.

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

“Appellate Authority” shall mean Committee of Directors

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

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

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

In case Service Tax department brings to the notice of GNGPL that a Party has not paid to the credit of the Government the Service Tax collected from GNGPL, then party will be put on holiday for a period of six months after following the due procedure.

All departments like O&M, BD, HR & F&A and Marketing other than projects will be covered under definition 'O&M'

Annexure-1

GOA NATURAL GAS PVT LTD
PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS/O&M)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :

- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.)
- v) Name of Vendor/Supplier/Contractor/ Consultant
- vi) Contracted delivery/ Completion Schedule
- vii) Actual delivery/
Completion date

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

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

*** Instructions for allocation of marks**

1.1 DELIVERY/COMPLETION PERFORMANCE (40 marks)

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

1.2 QUALITY PERFORMANCE (40 marks)

A	For normal cases: - No defects/No deviation/no failure	40 marks
B	Rejection/Defects	

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

1.3 **RELIABILITY PERFORMANCE (20 marks)**

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

3	Response to various correspondence and conformance to other standards like ISO	5 marks
4	Submission of all required documents including test certificates at the time of supply	5 marks

GOA NATURAL GAS

SECTION-VI

Schedule of rates