



Goa Natural Gas Pvt. Ltd.

(A JV of GAIL GAS LIMITED & BPCL)

Plot No. 33 Rajan Villa, Journalist Colony, Porvorim, Goa. Pin-403521

Tender Document for

ANNUAL RATE CONTRACT FOR HIRING OF AGENCY TO PROVIDE MANPOWER AND OPERATION & MAINTANACE SERVICES AT GOA NATURAL GAS PVT LTD IN NORTH GOA GA FOR ONE YEARS

TENDER NO:- GNGPL/C&P/2024/T-17

OPEN DOMESTIC COMPETITIVE BID

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GCC:

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

SECTION-I
INVITATION FOR BID (IFB)

Ref:- GNGPL/C&P/2024/T-17

Date:- 19/08/2024

To,
PROSPECTIVE BIDDERS,

SUBJECT: - HIRING AGENCY FOR PROVIDING MANPOWER AND OPERATIONS & MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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

2.0 The brief details of the tender are as under: -

A	NAME OF WORK/BRIEFSCOPE OF WORK/JOB	HIRING AGENCY FOR PROVIDING MANPOWER AND OPERATIONS & MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA
B	TENDER NO. AND DATE	GNGPL/C&P/2024/T-17 DATED 19/08/2024
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM (2 ENVELOPE)
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	ONE YEAR FROM THE DATE OF NOTIFICATION OF AWARD. NOTE: - Contract can be further extended to another one year based on the requirement on sole discretion of GNGPL on same rate, terms and conditions
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT: RS. 5,63,291/- (REFER CLAUSE NO.16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE:-27/08/2024 TIME: - 11.00 HRS Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request for the same to the e-mail id sprabhakar@goanaturalgas.com & contracts@goanaturalgas.com of to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	DATE: - 09/09/2024 TIME: - 15.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 09/09/2024 TIME: - 16.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)

K	CONTACT DETAILS	S.Prabhakar (Manager) Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:- sprabhakar@goanaturalgas.com Contact:- 9047494164
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In case of the days specified above happens to be a holiday in GNGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tenderdocuments and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website www.goanaturalgas.com / www.eprocure.gov.in and **SUBMIT ONLINE ON E-TENDERING PORTAL (<https://www.tenderwizard.com/GNGPL>)** in all respect as per terms & conditions of Tender Document on or before the due date of bid submission. Clarification(s)/Corrigendum(s), if any shall also be available on above referred websites.
- 6.0 GNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

FOR & ON BEHALF OF GNGPL

**MOHD. ZAFAR KHAN
(CHIEF EXECUTIVE OFFICER)**

BIDDING PROCEDURE

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

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

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

Note:

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

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

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

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

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

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

1	Dilip Pai.B	Contact No.:- 8888636107 Email:- dilip@antaressystems.com
2	Kiran M.H	Contact No.:- 8600651553 Email:- kiran.m@antaressystems.com

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

CONTENT OF SECTION-II:

PART-1: BEC AND AWARD METHODOLOGY

PART-2: OTHER INSTRUCTIONS TO BIDDERS

SECTION-II

PART-1: BEC AND AWARD METHODOLOGY

BID EVALUATION CRITERIA (BEC)

A] TECHNICAL CRITERIA:

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

The bidder must have completed at least one (01) contract in the last 5-7 years for a City Gas Distribution (CGD) company, including operational maintenance services as specified in the Scope of Work (SOW). This experience should demonstrate their ability to meet industry standards and maintain CGD operations effectively

➤ One single order of annualized value not less than the amount equal to Rs 112.65 Lakhs

or

➤ Two orders each of annualized value not less than the amount equal to Rs 70.41 Lakhs

or

➤ Three orders each of annualized value not less than the amount equal to Rs 56.32 Lakhs

Copies of contracts / work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

B] FINANCIAL CRITERIA:

1. Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years, shall be **INR 70.41 Lakhs**.

2. Net Worth

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

3. Working Capital

The minimum working capital of the bidder as per the immediately preceding financial year's audited financial results shall be **INR 14.08 Lakhs**

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

BEC Clause	Description	Documents required for qualification
Technical BEC		
A.1	Technical BEC	<p>For Experience against execution & completion of order: -</p> <p>Bidder must submit/upload:</p> <ul style="list-style-type: none"> a) Copy of Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at BEC in previous seven (7) years to be reckoned from the due date of bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract submitted as mentioned at point “a” above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end user /owner /authorized consultant. <p>For Running Contract: -</p> <ul style="list-style-type: none"> c) Copy of Execution Certificate or equivalent against Order/LOA/Contract for the running contract as mentioned at point “a” above must be submitted / uploaded clearly mentioning the value of executed domestic natural gas connections till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned in BEC. The execution certificate or equivalent must contain the detailed

		<p>information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end user/owner/authorized consultant.</p> <p>For Jobs executed for Subsidiary / Fellow subsidiary/Holding company: - Bidder must submit/upload: 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</p>
Financial BEC		
B.1	Financial BEC for Annual Turnover	<p>Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account etc. of three preceding financial years.</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">Certificate from Chartered Accountant for details of financial capability (F-16)</p>
B.2	Financial BEC for Net Worth	<p>Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of last financial year as per BEC, along with un-priced bid.</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">Certificate from Chartered Accountant for details of financial capability (F-16)</p>
B.3	Financial BEC for Working Capital	<p>Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account etc. as per last financial year's result, along with un-priced bid.</p> <p>If the bidder's working capital is inadequate or negative, the bidder should furnish a letter from the Bidder's bank (as per format F-15) having net worth not less than INR 100 Crore , confirming the availability of</p>

		<p>the line of credit for at least for the working capital requirement as stated in BEC. AND Certificate from Chartered Accountant for details of financial capability (F-16).</p>
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[D] Authentication of document submitted in support of Bid Evaluation Criteria (BEC):

- 1) Technical Criteria of BEC: - All work orders/contract agreements and corresponding work completion/execution certificates in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.
- 2) Financial Criteria of BEC: - Bidder shall submit "Details of financial capability of bidder" in prescribed format (F-16) duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid in support of financial BEC shall be duly certified/ attested by Notary Public with legible stamp.

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

AWARD METHODOLOGY

Only those price bid offers which meet the eligibility criteria mentioned in above-mentioned Clause, will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.

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

The estimated quantities, item-wise rates (inclusive of all taxes & duties excluding GST) and total estimated price is indicated in the SOR. Bidders are required to quote %age in figure as in the requisite cells by which total estimated price in the SOR shall be increased or decreased to arrive at bidder's quoted price.

The ranking of bidders (L-1, L-2 ...) shall be determined by the bidder's evaluated price (arrived after applying quoted % age increase or decrease on total estimated price and GST) in ascending order.

In case of tie, i.e. more than one bidder quotes the same price arrived at based on evaluation, the rank will be decided based on the turnover of immediate preceding financial year. As an example, in case two bidders become L-2, bidder having higher turnover in their immediate preceding year's audited financial results will be considered as L-2 and other bidder will be L-3.

In case more than one bidder emerges as lowest (L-1) subject to terms and conditions of tender, contract shall be awarded to the bidder who is having higher financial turnover **of last audited financial results**/statements or relevant documents. In such cases, GNGPL may ask for the other financial documents to bidder, if required and bidder shall submit it within prescribed time schedule failing which bid shall be rejected.

Considering the nature of job, splitting of quantities for SOR will not be possible in this tender. **This tender is not split-able or non-dividable.** The bid evaluation shall be done as per the quoted rates in SOR.

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job/contract for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof, Goa Natural Gas Pvt. Ltd. Shall forfeit earnest money (IF APPLICABLE) paid by the bidder and such bidders shall be debarred from participation in tendering for the period of 6 months.

It is proposed to hire 1 nos. of contractor under this tender.

1) PRICE / PURCHASE PREFERENCE TO THE PRODUCTS OF MSME.

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises

Accordingly, following provisions shall be applicable for tenders:

I) Issue of Tender Documents to MSEs free of cost.

II) Exemption to MSEs from payment of EMD/Bid Security.

III) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

In case tendered item is non-split able or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. In case two or more MSE bidder(s) comes within the price band of L1+15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3...and so on).

The MSEs owned by SC/ST entrepreneurs shall mean: a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST

b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.

c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSEs owned by Women entrepreneurs shall mean:

a) In case of Proprietary MSE, Proprietor(s) shall be Women

b) In case of Partnership MSE, the Women partners shall be holding at least 51% share in the unit.

c) In case of Private Limited Companies, at least 51% share is held by Women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. "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.

6. "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.

7. "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

8. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

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.

10. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

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

UNDERTAKING ON LETTERHEAD

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

SUBJECT:

TENDER NO:

Dear Sir,

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

(i) Not from such a country []

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

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

(Bidder is to tick appropriate option (☐ or X) 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

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

SUBJECT:

TENDER NO:

Dear Sir

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

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

(Bidder is to tick appropriate option (✓ or X) above).

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

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

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

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

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

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

3.0 DEFINITIONS:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iii. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non- local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

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

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

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

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

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

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

(I) Non divisible item

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

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

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

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

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

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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

- (IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.
- (V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, GNGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

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

9.0 RECIPROCITY CLAUSE

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 GeMfor appropriate reciprocal action.

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

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

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

SUBJECT:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase preference under Public Procurement Policy for MSE	<input type="text"/>
Preference under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	<input type="text"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII or MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.
- (vi) In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

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

SUBJECT:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

.....
.....

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

(INCASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

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

SUBJECT:

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 casemay be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of % .

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

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.

POLICY TO PROVIDE PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS - NOT APPLICABLE

POLICY FOR PREFERENCE TO DOMESTICALLY MANUFACTURED PRODUCTS, SERVICES OR WORKS RELATING TO TELECOM IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

POLICY TO PROVIDE PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED PRODUCTS OF PETROLEUM AND NATURAL GAS SECTOR IN FURTHERANCE TO PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA), ORDER 2017 - NOT APPLICABLE

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

SECTION-II

PART-2: OTHER INSTRUCTIONS TO BIDDERS

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AND ONE PUBLIC ENTERPRISE AND ANOTHER

[A] – GENERAL

1 **SCOPE OF BID**

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

2 **ELIGIBLE BIDDERS**

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

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

It shall be the sole responsibility of the bidder to inform GNGPL in case the bidder is put on 'Holiday' by GNGPL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services form a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/ Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids
- 4.4 Alternative Bids shall not be considered.
- 4.5 The provisions mentioned at Sl.no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same Tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.
- 4.6 Further, the Details of Partner(s) / Proprietor / Power of Attorney holders of bidder are to be necessarily sought in Format for 'Bidder's General Information' in the tender document.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

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.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GNGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

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

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GNGPL in writing or by fax or email at GNGPL's mailing address indicated in the ITB no later than **02 (two)** days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or **05 (five) days** prior to the bid closing date in cases where pre-bid meeting is not held. GNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GNGPL may respond in writing to the request for clarification. Communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer ITB for address) above is liable to be considered as "no clarification/ information required".

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be communicated to prospective bidders by hosting in the websites only. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 **LANGUAGE OF BID**

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

In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. **DOCUMENTS COMPRISING THE BID**

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

11.1.1 **PART-I:**

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

- i. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- ii. Power of Attorney for **authorized signatory** on non-judicial stamp paper OR on letterhead/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- iii. EMD/Bid Security in original as per Clause 16 of ITB OR IFB.
- iv. All applicable Forms/Formats/Annexures duly filled, signed and stamped.
APPLICABILITY OF FORMS/FORMATS/ANNEXURES FOR THIS TENDER IS MENTIONED IN SECTION V OF TENDER.
- v. Tender Document duly signed/ digitally signed and stamped all pages by the Authorized Signatory.
- vi. Additional document specified/mentioned elsewhere in Tender.

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

11.1.2 PART-II: PRICE BID

ONLY SCHEDULE OF RATE WITH QUOTED PRICES DULY SIGNED AND STAMPED BY AUTHORIZED PERSON SHALL BE SUBMITTED IN ENVELOPE-II.

NOTES:

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

Note: The above provision should invariably be made a part of tender document. Further in case SAP generated Schedule of Rates/where manual pricing is sought, the following provision should be included:

"Rates should be quoted both in figures as well as in words by the bidders".

Power of Attorney:

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

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

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

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except GST and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed Terms & Conditions (Format-F10).

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 TAXES & DUTIES and GST

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services shall be to GNGPL's account. Beyond the contractual delivery period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) shall be to Supplier's account, whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 For Indian Bidder only: The statutory variation in Import Duty on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities alongwith documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GNGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

- 13.7 The supplier shall mention the particulars of Goa Natural Gas Private Limited, on the Invoice. Besides, if any other particulars of GNGPL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.9 GNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder/ Indian associate (in case of foreign bidder, if applicable), prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.

- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST&SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GNGPL.
- 13.11 Anti-profiteering clause as per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier/ Service Provider may note the above and quote their prices accordingly. (A confirmation to above will be submitted on letterhead of the bidder).
- 13.12 The bidder while quoting the price may consider the rate of custom duty as per merit.
- 13.13 Where GNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and GNGPL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GNGPL or ITC with respect to such payments is not available to GNGPL for any reason which is not attributable to GNGPL, then GNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GNGPL to Contractor / Supplier.
- 13.14 If the input tax credit is not available to GNGPL for any reason not attributable to GNGPL, then GNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GNGPL in future to the Supplier/Contractor under this contract or under any other contract.

Anti-profiteering clause

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

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

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

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

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

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for '**THREE [03] MONTHS**' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GNGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY

16.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount **specified in the IFB (INVITATION FOR BIDS)**.

- 16.2 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' [in favor of Goa Natural Gas Pvt. Ltd., payable at North Goa] or 'Banker's Cheque' or 'Bank Guarantee' or online or 'Letter of Credit' as per the format given in Form -4/4A of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only. The details of the GNGPL A/C for online payment is as mentioned below.

Account Name: Goa Natural Gas Private Limited
Account no 40352433901
Bank Name State Bank of India
IFSC code: SBIN0009995
MICR code 400002133
Branch name CAG Mumbai

However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.3 The 'Bid Security' is required to protect GNGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GNGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

- 16.8 Bid Security should be in favour of GNGPL and addressed to GNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 Wherever applicable, MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 16.10 Wherever, EMD/Bid Security has been exempted for MSMEs, Start-Ups, CPSEs as per extant guidelines in vogue, Declaration for Bid Security as per form F-4B (in Section V- Forms & Formats) shall be provided by such MSMEs/Start-Ups/CPSEs.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

In case of pre-bid meeting through video conferencing, all bidders intending to attend Pre-bid meeting must send their interest through email prior to 02 days before pre bid Meeting date as specified in IFB

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering, if applicable.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GNGPL website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GNGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GNGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GNGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA:

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

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

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

20 E-PAYMENT

GNGPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 ~~In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.——~~

21.2 ~~All the bids shall be addressed to the owner at address specified in IFB.——~~

21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BIDS**

22.1 In case of manual tendering EMD along with bid must be submitted within the due date & time.

22.2 GNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GNGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GNGPL's website/ communicate to the bidders.

23 **LATE BIDS**

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of GNGPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

24 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 **IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by GNGPL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E]- BID OPENING AND EVALUATION

26 **BID OPENING**

26.1 ***TECHNO-COMMERCIAL / UN-PRICED BID OPENING:***

GNGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS/tender. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 ***PRICED BID OPENING:***

26.2.1 GNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

28 **CONTACTING THE EMPLOYER**

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

- (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' (if applicable);
- (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.

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

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

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

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

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in **Section-II (BEC and Award Methodology)** of bidding documents after considering the effect of cenvatable GST wherever the work Centre is entitled to avail CENVAT credit. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted. In case any bidder doesn't charge GST, then evaluation shall be carried out considering the appropriate % of GST. However, payment shall be made without GST as per rate quoted by bidder.

33 COMPENSATION FOR EXTENDED STAY

VOID

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking/other bidder shall be allowed as per Government instructions in vogue.

[F]– AWARD OF CONTRACT

35 **AWARDS**

Subject to "ITB: Clause-29", GNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the **LOWEST** provided that bidder, is determined to be qualified to satisfactorily perform the Contract (As per BEC and award methodology of tender).

36 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

- 36.1 Prior to the expiry of 'Period of Bid Validity', GNGPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GNGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 **SIGNING OF AGREEMENT**

- 37.1 GNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GNGPL.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'GOA state' only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

Bidder shall provide Performance Guarantee of 5% contract value within 30 days of issuance of Fax of Acceptance.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value. in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.

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

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP

- 38.1 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.2 Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.
- 38.3 There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES
(REFER BDS FOR APPLICABILITY OF THIS CLAUSE)

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

AS THIS TENDER IS NON-SPLITABLE OR NON-DIVIDABLE (SPECIFIED IN BID DATA SHEET.

40.2 The MSEs owned by SC/ST entrepreneurs shall mean: -

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

40.3 The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs and hence shall not be applicable for works contracts

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

SHALL BE AS STIPULATED ANNEXURE IV OF SECTION: V OF TENDER ATTACHED HEREWITH.

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.

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

SECTION-III

SPECIAL CONDITION OF CONTRACT

SECTION-III

SPECIAL CONDITIONS OF CONTRACT (PART - I)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract.

GENERAL

Special conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

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

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.

Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

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

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

The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

It will be the Agency's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference to which the conflict exists.

All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successful execution of the work shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.

The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence: -

- 1) Letter of Acceptance along with Statement of Agreed Variations
- 2) Fax/ Letter of Intent/ Fax of Acceptance.
- 3) Schedule of Rates as enclosures to Letter of Acceptance.
- 4) Special/ additional Conditions of Contract.
- 5) Scope of work, specifications, and special notes regarding specifications and drawings, all three in conjunction with each other
- 6) General Conditions of Contract.

1. SCOPE OF WORK: -

Detail Scope of work shall be as per Part -II of SCC and SOR of this tender Document

Outline of the Contract:

The entire work of providing O&M Services shall be Annual Maintenance Contract for 01 Year from the date of FOA or from the date specified in FOA and can be extendable to 01 more year or part thereof at same rates, terms & condition.

The major works under this AMC shall be providing manpower & operation and maintenance service for our existing customer complaint (Such as gas line damages, gas interruption, regulator trips, etc)

The detailed scope work is included along with Schedule of Rates

The contractor shall be required to provide manpower and operation & maintenance services on the instruction of the Engineer-in charge (EIC) or his representative. The quantities given in SOR are tentative which may vary as per requirement of GNGPL. However, payment shall be made for actual work done basis.

2. CONTRACT PERIOD: -

The contract for Operations & Maintenance of CGD Network of GNGPL in Geographical area of North Goa and Ponda shall be Annual Maintenance Contract (AMC) for a period of 01 (one) year from the date of LOA or from the date mentioned in LOA. Contract can be further extended to a period of one year or part thereof on the same rates and terms & conditions on mutual consent.

3. MOBILIZATION PERIOD:-

Mobilization period shall be fifteen Day (15 days) from the date of FOA. The successful Contractor shall mobilize the required manpower along with tools/tackles etc. for O&M of the network within mobilization period.

All expenses towards mobilization at site and de-mobilization of equipment, workforce, material and clearing the site etc. shall be deemed included in the price quoted by the contractor and no extra payment on such expenses shall be entertained.

No mobilization advance is payable to contractor for the said work.

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 EIC, after completion of work

4. TERMS OF PAYMENT: -

Monthly running bills to be submitted by the Agency/Contractor for verification and certification by Engineer-in-charge (EIC) or by nominated Authorized representative of EIC.

The following documents should be submitted along with the bills to GNGPL through Engineer-in-charge (EIC) for the release of payment by Finance Department of GNGPL. The payment will be made through e-banking system.

- a. Monthly bill duly certified by the contractor or his authorized representative
- b. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative.
- c. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No. duly stamped by designated bank.
- d. Tax Invoice with GST number.
- e. The final bill shall be submitted by the Agency/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.

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months.

MEASUREMENT OF WORKS

Payment will be made based on joint measurements jointly carried out by the contractor and GNGPL, duly certified by Nominated Site-In-Charge/EIC. Linear measurements will be in hours and converted to days. Indian Standard Method of measurement (IS:1200) as last amended, shall be referred for measurement purposes wherever applicable.

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 Act 1979
- Contract Labour (Regulation & Abolition) Act-1970
- Employees' Provident Fund & Misc. Provisions Act- 1952
- Employees' State Insurance Act-1948
- 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 Constructions 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.
- Workman's Compensation Act.
- Industrial Dispute Act.
- Environment Protection Act.
- PNGRB Act.
- Any other Statute, Act, Law as may be applicable.

5. INSTRUCTIONS TO CONTRACTORS: -

The Agency / contractor shall provide, at its own costs, uniforms, to its employees and ensure that its employees, while on duty, wear such uniforms. The dress code (100% Cotton) for uniform shall be as prescribed by GNGPL.

The Agency / contractor shall be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous to customers. The Agency / contractor shall not engage or employ any person with a criminal record/ background. The Agency / 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 taken by the EIC or his authorized representative shall be final & binding. **The Contractor shall submit police verification of their employees within 15 days of his/her deployment.**

The Agency / 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 Break- down or damage to or defect in the equipment, the Agency / contractor shall immediately notify to the GNGPL officials and shall not operate till clearance is given by GNGPL.

The Agency / contractor shall follow the safety procedures, issued from time to time, specified by GNGPL. The Agency / 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, and any other statutory authorities from time to time at the Site.

If the work is to be carried out in "Restricted Area" (i.e. operating area not open for all being hazardous in nature) and Agency/Contractor shall work as per the instructions of Site Engineer/ Engineer-in-Charge

The jobs performed under this contract shall be of WORKS in nature and supply items such as MDPE pipes, steel pipes, meter, regulator etc. shall be provided by GNGPL However, all the consumable material such as couplers, fittings, GI/Cu pipes, valves etc. required for completion of the jobs shall be provided by the Contractor

The Agency/Contractor shall arrange at his own cost the boarding, lodging & to and fro transportation for his staff/s. The contractor shall arrange suitable conveyance to the manpower deployed by him for attending various activities at each O&M office. At no point of time work should not get hampered due to mobility constraints. If any delay in responding to any complaint shall be viewed seriously and suitable penalty shall be levied on the contractor.

The Agency/Contractor shall provide proper identification cards to his personnel duly signed by the Agency/Contractor or his authorized representative. The identity cards shall be traceable with any of the Govt. issued Identity Cards for each individual.

As gas supply to customer is an essential service hence during contract period, qualified Contractor 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 GNGPL withholding all balance dues of contract and deposits and including forfeiting of performance bank guarantee.

The contractor shall liaison / deal with the local authorities like police, fire brigade, affected customers or public and other concerned authorities for conducting O&M activities required for interrupted gas supply to customer.

Contractors shall have to quote for all the SOR items for entire quantity of the AMC. If the awarded Contractors could not perform the jobs as per the scope, the same shall be executed by any other agency at the risk & cost of the non performing contractor and the expenses towards these shall be recovered

6. CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT: -

Bidder shall provide Performance Guarantee of 5% contract value within 30 days of issuance of Fax of Acceptance.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value. in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.

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

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

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder.

However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP

Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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

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

Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid till expiry of 90 days after the end of Defect Liability Period /Guarantee period for entire works covered under the contract.

In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause below. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

The CPBG/security deposit has to cover the entire executed contract value which includes extra work also. EIC/site shall monitor the value of executed work including extra work. and once it is envisaged that total executed value is likely to burst the ceiling of contract price,

the contractor shall be asked to furnish additional security deposit/ CPBG. However, as long as the CPBG/security deposit already submitted at the time of award take care of extra work executed and the total executed value are within the contract price, additional security deposit/CPBG for each extra work shall not be asked.

7. STATUTORY APPROVALS: -

Contractor shall be responsible for obtaining approval/clearances from statutory authorities like Village Panchayat authorities, Revenue authorities, Municipal Corporation Authorities, Electricity Department, Electrical Inspectorate, Pollution control board and any other concerned authority as required and necessitated by the job.

All statutory payment/demand raised by Govt. authorities shall be paid by the GNGPL. However, liaisoning for the same shall be done by contractor. No extra payment shall be made for such liaisoning work.

Any changes/additions required to be made to meet the requirements of statutory authorities, shall be carried out by the contractor, within the contract price, and at no additional cost to GNGPL.

8. LIABILITY/INDEMNITY:

GNGPL shall not be liable in any manner whatsoever (including for any loss or injury caused) to the employees or workers of the Agency / contractor during the course of their employment with the Agency / contractor or thereafter and the Agency / contractor shall be solely liable to his employees or workers.

The Agency / contractor agrees to 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.

The Agency / 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.

Whenever any claim against the Contractor for payment of a sum of money arises out of or under the contract, GNGPL shall be entitled to recover such sum by appropriating, in part or whole part of the security deposit. In the event of security deposit being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum/RA bill 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 GNGPL on demand the balance remaining due.

Contractor shall accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold GNGPL 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 GNGPL 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 GNGPL property or to any person or third party.
- iv. Payment of wages act.
- v. Any other insurance required under law or regulations.

Contractor must indemnify GNGPL / GNGPL's 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.

Contractor himself shall be fully and exclusively responsible for any damage to the equipment or any personal injury to operator or any other person in the employment of the contractor, occupant or any property.

Contractor will be solely responsible for any consequences under laws arising out of any accidents caused to property / persons. 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. GNGPL will not be responsible for any claim / compensation that arises due to damages / injuries under any circumstances in which the equipment is engaged for GNGPL duty.

9. WORK SPECIFICATIONS AND STANDARDS:

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 EIC shall be final and binding on the contractor.

The job shall conform to the Indian Electricity Rules-1956, Indian Electricity (Supply Act) calculations for the Electrical Buildings-1959 of the Insurance Association, Indian Electricity Act, relevant Indian Standard Specifications, and Codes of Practice, as modified till date, & CPWD Specifications, Petroleum & Explosives Safety Organization (PESO) Nagpur, Chief Fire Officer (CFO), 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

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 GNGPL's 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 (EIC) for his decision, which shall be considered binding on the contractor

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.

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.

10. WORKING HOURS: -

Generally O&M activities shall be carried out in shifts. Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

11. ADDITIONAL WORKS / EXTRA WORKS: -

Owner reserve their right to execute any additional works/ extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-Charge

12. COMPENSATIONS FOR IDLE TIME: -

The owner shall make every reasonable effort to have the materials and working front available so as not to delay laying activities. No idle time claim shall be entertained under any circumstances.

13. RULES AND REGULATIONS: -

Contractor shall observe in addition to Codes specified in respective specification, 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.

14. PROCEDURES: -

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

15. DRAWINGS AND DOCUMENTS: -

The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work to

proceed will be prepared by the contractor.

The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. VCS shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of Contractors sub-vendor's manufacturers etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer- in-charge/ Employer/Consultant at any time during execution of the contract. However, no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

16. ADHERENCE TO SECURITY & SAFETY REGULATIONS:

The contractor shall ensure that all security & safety instructions /regulations of GNGPL /Consumers of GNGPL required to be observed at all times during the execution of the job are to be followed by his representatives.

Contractor shall ensure compliance of necessary instructions concerning discipline, decorum, work performance; safety etc. to the persons engaged by his and the persons engaged shall comply with all such instructions strictly.

Contractor shall ensure the safety of the person working. For any accident / incident happening during the work because of lapse of safety, contractor shall be held responsible. GNGPL shall not make any compensation.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and GNGPL.'s safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of GNGPL. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

17. ISSUE AND RECONCILIATION OF MATERIAL (IF ANY): -

Conditions for Issue of Materials

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.

Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.

Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.

The contractor shall bear all other cost including lifting, carting from issue points to work site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.

No material shall be allowed to be taken outside the GNGPL store without a gate pass.

The contractor shall be responsible for proper storage, preservation and watch & ward of the materials handed over by GNGPL.

Reconciliation of Owner supplied materials

Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-in- charge.

Waste materials like part lengths of pipes and other partly used items are the property of GNGPL and must be returned to the store with the appropriate documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Scrap
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Regulators, Meters	0%	0%
GI service pipes	2%	2% (less than 0.5 meters)
PE pipes	2%	2% (less than 2.0 meters)
Consumables	Discretionary	

Unaccountable wastage/ scrap shall be at actual as per site assessment subject to maximum as stated above.

The percentage allowance shall be accounted on the basis of final measurement book.

All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e., 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be affected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weightment/ measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

CONTRACTOR'S SCOPE OF SUPPLY:

Contractor shall provide to their staff appropriate tools, tackles, equipment, measuring instruments and vehicle for proper execution of the job, as detailed in the Scope of Work / SCC of the tender document. It shall be the contractor's responsibility to provide and maintain all the tools & tackles in good working condition.

The contractor shall also remain in touch with the EIC for knowing the requirement of jobs, and will accordingly arrange for deployment of personnel as per the requirement.

Contractor should follow all security rules and regulations of GNGPL. 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.

18. LIMITATION OF LIABILITY: -

The final payment by the Employer in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer.

19. FIRM PRICES: -

The quoted prices shall be firm and shall not be subjected to price escalation till the work awarded during the validity of this contract period is completed in all respects.

20. COORDINATION WITH OTHER AGENCIES: -

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer- in-Charge shall be final and binding on the Contractor.

21. BONUS FOR EARLY COMPLETION: -

Bonus for early completion shall not be applicable in this Contract.

22. ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):-

"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:

1. Rates as per SOR, quoted by the Contractor.
2. 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.

23. SUB-LETTING OF WORKS: -

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

Agency shall in no case lease/ transfer/ sublet/ appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.

24. TERMINATION OF CONTRACT

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

A. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

B. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.

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

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

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

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

Agency upon receipt of such notice discontinue the work. In the event of such termination, Agency shall be paid for the actual time performed and service provided till the date specified in the notice.

25. PRICE BASIS

The rate quoted for month and/or days will be same for all the days of the week (including holidays / Sunday)

Rate mentioned in the SOR shall be applicable for any additional hours worked beyond working time.

Rate quoted in SOR shall be valid during the entire contract period and also during the extension period. No escalation on what-so-ever account shall be paid under this contract.

In case quantity exceeds the SOR qty., contractor shall execute / supply material as per the requirement on the same rates quoted in SOR

The rate should be quoted in the Schedule of Rates as enclosed. Bidder should take into account all liabilities to be borne by it as indicated in the scope of services/work, special conditions of contract and other tender conditions while quoting rates in SOR.

Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

Agency should take care of GST (if applicable) while quoting rates and should separately indicate rate of GST to be charged.

The rate quoted by the Agency shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of Tender document.

26. GOODS & SERVICE TAX: -

Please note that responsibility of payment of GST lies with Agency only.

The bidder shall furnish copy of GST registration along with the offer wherever applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case GST is applicable for the tendered work, Agency shall claim the GST indicating rate of abatement/deduction allowed as per GST act in the first invoice itself.

In case of statutory variation in GST/statutory variation in GST, should be raised subsequent months from the date of issue of Govt. Notification for payment of differential GST amount. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

27. CLOSURE OF CONTRACT: -

Final payment shall be released only after satisfactory completion of the work / services. For final payment of the bill and release of Security deposit the Agency shall be required to submit Indemnity Bond on Rs. 100/- stamp paper duly notarized from Notary indemnifying GNGPL from all liabilities w.r.t. the persons engaged by the Agency regarding Payment of Wages, Provident Fund, Insurance and other payments. Proforma of Indemnity Bond is given in SECTION V-FORMS & FORMATS

28. NOTES TO SCHEDULE OF RATES (SOR): -

The quantities stated in SOR are tentative and may vary considerably on \pm side depending upon site condition, methodology adopted as per site requirement. The payment will be made as per actual certified Measurement/quantity at site and as instructed by EIC.

Any other materials & activities not mentioned/covered in SOR, but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied /done by contractor within the specified schedule at no extra cost to owner.

In case quantity exceeds the SOR qty., contractor shall execute / supply material as per the requirement on the same rates quoted in SOR

All items of work in the "SOR" shall be carried out as per the specifications, relevant codes, drawings and instructions of the EIC and the quoted rates are deemed to be inclusive of all materials, consumables, Labor, supervision, tools & tackles, cost of various tests, inspections as well as preparatory, incidental, intermediate /auxiliary / ancillary or enabling works.

In case of Urgency / Breakdowns of System, EIC can direct the contractor to procure and install spares / other services for bringing the systems to normalcy. In case such spares / services are not covered in the SOR item, payment shall be made at the market rates / Invoice Value from the Equipment Manufacturer + additional 10% as administrative charges.

The Contractors are to quote for all the SOR items for entire Quantity and entire scope of work. If the awarded Contractors could not perform the jobs as per the scope, the same shall be executed by any of the agency at the risk & cost of the non performing contractor and the expenses towards these shall be recovered including 15% of over heads.

29. PAYMENT FOR EXTRA ITEMS WHICH ARE NOT COVERED IN SOR:

If item is not covered in the SOR and needs to be executed for the completion of the work, the payment shall be made as per following:

- 1) Tax paid invoice + 10 % Contractors Profit
- 2) Rate analysis based on material, Manpower and machinery consumption + 10% Contractors Profit

The decision of EIC shall be final and binding to the contractor

30. DAMAGE OF EXISTING SYSTEM AND TO THE PERSONNEL:

The Job must be carried with utmost safety and GNGPL 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. GNGPL 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.

31. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period, the obligations of the parties are suspended by force majeure, the Agency shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, GNGPL shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Agency. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up to the date of occurrence of such force majeure.

32. RESOLUTION OF DISPUTES/ARBITRATION

GNGPL has framed the Conciliation Rules 2010 in conformity with supplementary to Part - III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules, Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.

In case of any dispute(s)/difference(s)/issues(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) /issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issues(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of

action.

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

If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.

Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GNGPL Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [GNGPL] shall suggest a panel of three independent and distinguished persons to the bidder/Agency/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GNGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Goa.

Subject to the above, the provisions of (India) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract is subject to the exclusive jurisdiction of the court situated in the state of Goa

Bidders/suppliers/Agency's may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL mode law), which were prepared after extensive consultation with Arbitral Institutions and Centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

33. GOVERNMENT OF INDIA NOT LIABLE: -

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including crossclaims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India in any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

PART – II of SCC

. SCOPE OF WORK/SERVICES for Manpower Deployment in North Goa GA: Part-A

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/- 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, labour 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 effective (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 5 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 (Site Staff)	*ITI Fitter/Plumber/Welder/Electrician/Mechanic
	*Min 2 yrs relevant experience (CGD exp. preferred)
	*Minimum 50% marks from a recognized Indian Institute. (Govt/ recognized by NCVT, through the Directorate General of Employment & Training)
Technician's Helper (Site Staff)	*Fresher ITI Fitter / Plumber / Welder / Electrician / Mechanic (or 3 years of CGD exp. will be preferred)
	*Minimum 50% marks from a recognized Indian Institute. (Govt/ recognized by NCVT, through the Directorate General of Employment & Training)
Office Assistant (Office Staff)	*ITI/Diploma or Graduate in any stream vi. Min experience: 2 yrs vii. Experience in GNGPL: 1 yrs viii. Read & Write Knowledge of Konkani, English & Hindi language.

Age Limit: Not More than 40 years of Age at the time of Joining GNGPL

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..

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.

Sr. No	Grade / Category	No of Staff requirement
1	Senior Supervisor	1
2	Technician	6
3	Technician's Helper	6
4	Office Assistant	2
	Total	15

Shift Wise Manpower Deployment For O&M Activity in North Goa GA							
Sr. No.		Manpower	I Shift	II Shift	III Shift	Gen 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			2
		Helper	1	1			2
3	Ponda	Technician/PE Welder/Plumber	1	1	1		3
		Helper	1	1	1		3
4	Ponda	Office Assistant	1	1			2
5	Panjim/Ponda	Technician (as a reliever of working manpower when on weekly off)				1	1
6	Panjim/Ponda	Helper (as a reliever of working manpower when on weekly off)				1	1
		Total					15

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 Constructions 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 centre / 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.

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 againstowner/ 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.
- 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 complaint. 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 / Contractor.

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: 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. 500 per instance will be levied.

d) If the biometric attendance system is not working a penalty of Rs. 500/day shall be applicable.

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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 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 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 (PMJJBY)	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	

SCOPE OF WORK For O&M SERVICES in North Goa GA: Part-B

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 liaisoning 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 1 years which can be extended to 1 more year on mutual consent at same rates, terms & condition.

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 & Service 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 & SCHEDULE OF RATES DESCRIPTION

Note: 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 liasioning 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 liasioning 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 liasioning 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. 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 liasioning 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.**

7. **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 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 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 liasioning 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.**

8. 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 liasioning 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 moling 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 liasioning 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.

9. **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 liasioning 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 / Boaring 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 liasioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while laying of MDPE pipeline by HDD method.

10. **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 liasioning 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 liasioning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while excavation and restoration jobs.

11. 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 colour 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

12. 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 colour 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

13. Fabrication & Erection of New Valve Chamber:

13.1 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 liaisoning with landowning agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs.

13.2 **Fabrication of Valve Chamber Cover (new) along with precast RCC frame:**

- Contractor shall supply heavy duty RCC valve 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 liaisoning with landowning agencies, statutory authorities, other utilities and settlement of third-party claims for damages while excavation and restoration jobs.

14. **Supply, Fabrication and Installation of New Pipeline Markers:**

14.1 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 colour paint. Marker shall be grouted in Cement concrete of 1:2:4 grade with pit size 30x30x45CM.

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

14.3 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 colour 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, liaisoning with landowning agencies, statutory authorities, other utility agencies and settlement of third-party claims for damages while excavation and restoration jobs.

15. 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 liaisoning with statutory bodies etc.

16. Painting & Stenciling of Pipeline Markers / DRS / MRS:

- 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 liaisoning 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.

17. 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.

18. 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 pipe 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.

19. 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.

20. 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 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 85 μ & 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

21. Supply & providing of GI sleeves with pedestal:

Supply & installation of GI Sleeves, 2.5" NB x 300 mm length GI Sleeve for domestic connections, 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 liaisoning with statutory bodies if required and no separate rates are payable.

22. Supply of Suraksha hose confirming to IS 9573 Type-2 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.

23. 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.

24. Minimum Inventory to be maintained for Ponda & Panjim O&M office under North Goa GA.

For smooth operation & maintenance of CNG & 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 Ponda & Panjim 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, penalty of Rs 500 Per day of delay shall be applicable for each location (Ponda/ Panjim).

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 500 Per day of delay shall be applicable for each location (Ponda, Panjim)

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

25. 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.

26. Providing & fixing of MDPE valves of approved make

- This includes supply & fixing of various sizes of MDPE valves of approved make in MDPE valve chamber.

27. 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, labour, 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.

28. 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.
- For highlighting the company identity, the Two wheelers are painted with company logo, name, and telephone numbers & special colour approved by GNGPL in special colour and pictures, beautifying it with aesthetic look.
- 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 07 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. 1000 per day per vehicle will 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 Flood 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 Pump	Nos	1
11	Barricading Tapes/Chains/Cones	Set	Sufficient
12	Copper Pipe Bender	No	1
13	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 each 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 2000 per instance will be levied.

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.	Medium Dressing 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.	Polythene Wash 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 Antisaptic Bandage (100 ml)	1

LIST OF MINIMUM MANDATORY SAFETY EQUIPMENTS & PPE'S

Sr. No.	Name Of Material
1	ABCD Fire Extinguisher 05 & 10 Kgeach, 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	Flameproof 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 Valve & 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 (3/4" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
9	Brass Disconnecting Union (1/2" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
10	Brass Adopter (1/4" BSPT x 12mm, Straight)	Nos.	Approved vendor	10
11	Meter Inlet Union (3/4" x 3/4")	Nos.	Approved vendor	10
12	Meter Outlet Union (3/4" 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

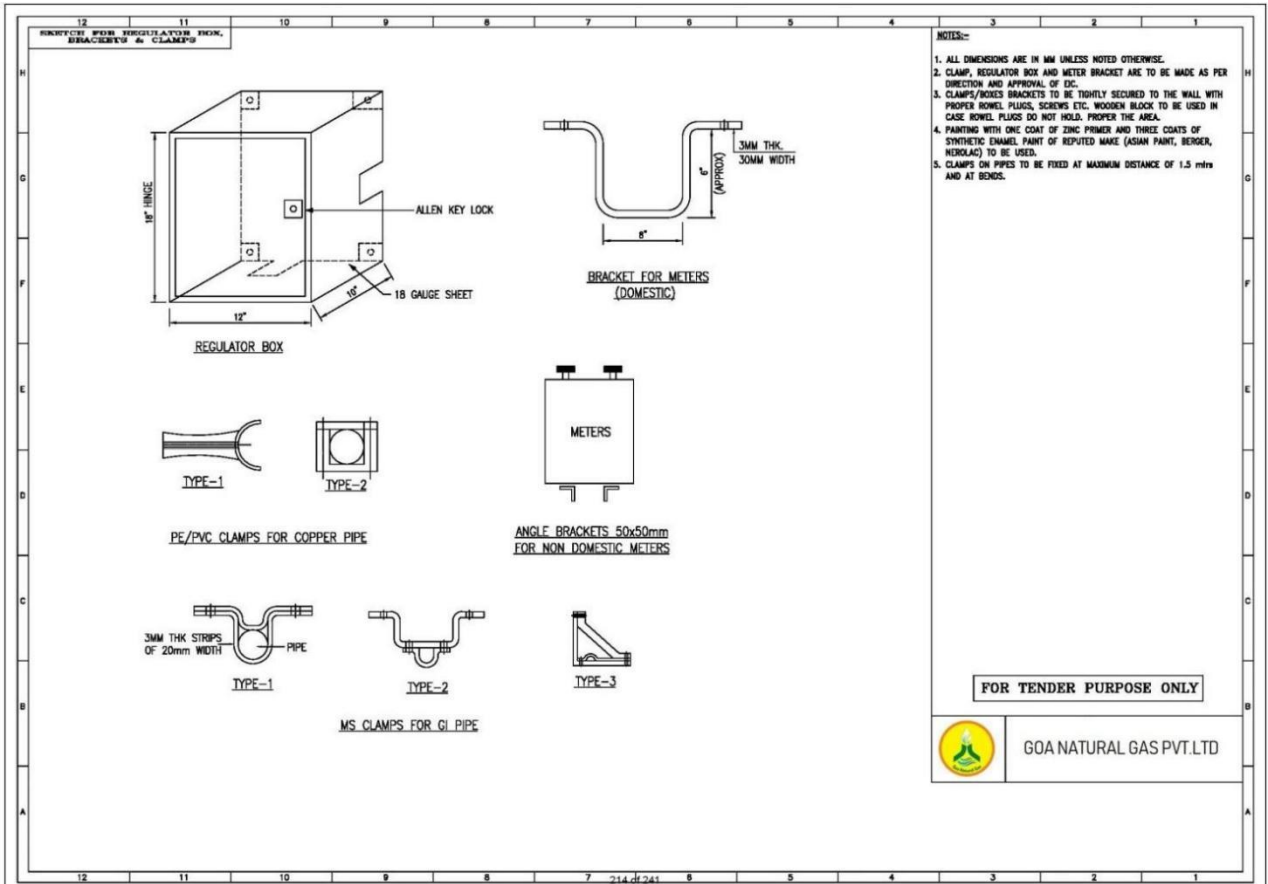
19	SOLDER JOINT(WIRE)	Grams.	Standard Make	500
20	FLUX (NON ACIDIC LEAD FREE)	Grams.	Standard Make	500
21	BLOW LAMP (BUTANE GAS CARTRIDGE)	Nos.	Standard Make	1
22	Appliance valve (1/2" NPT)	Nos.	Approved vendor	5
23	Commercial meter adaptor (All size)	SET	Approved vendor	1

Make of Materials:-

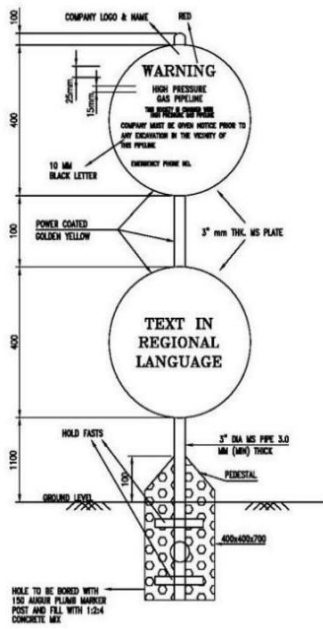
All equipment and materials to be supplied under this contract shall be from approved vendors as accepted by GNGPL.

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.

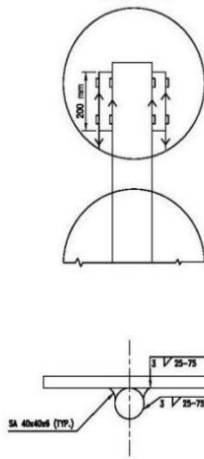
Technical Specifications and Drawings:



610/000/H/SZ/SO/HDCZ/3/SP 'ON'DHD



FIXING DETAILS

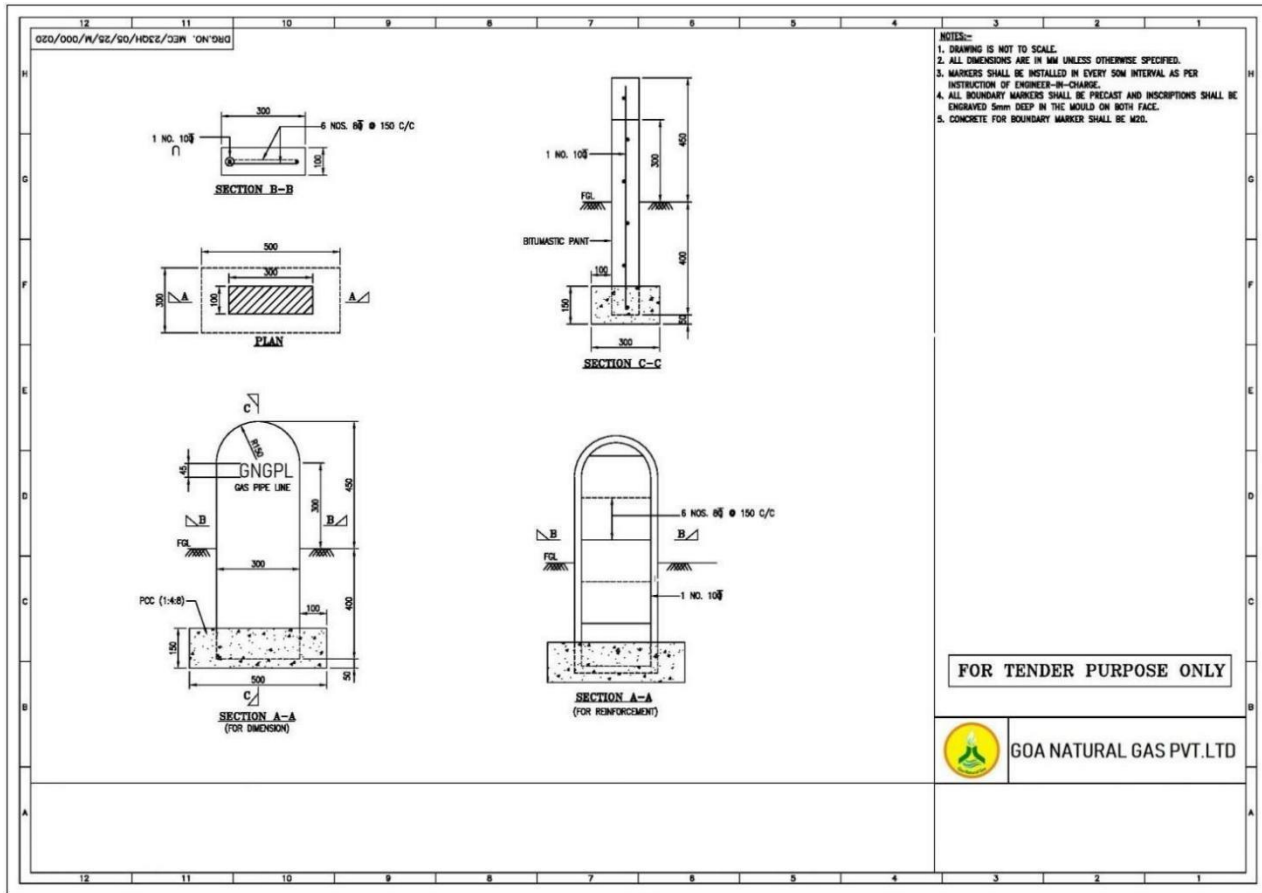


- NOTES:-**
1. ALL DIMENSIONS ARE IN MM. UNLESS NOTED OTHERWISE.
 2. THE FULL WORKING AND SIZES ARE ONLY INDICATIVE AND ARE SUBJECT TO THE APPROVAL BY OWNED/OWNER'S REPRESENTATIVE BEFORE FABRICATION.
 3. SCHEME FOR POWDER COATING AND COLOURING
ONE COAT OF PRIMER & TWO COATS OF SPECIFIED PAINTS
ALL LETTERS EXCEPT "WARNING" TO BE PAINTED BLACK.
 4. APPROVAL OF WARNING MARKER DESIGN SHALL BE OBTAINED BEFORE THE COMMENCEMENT OF WORK.

FOR TENDER PURPOSE ONLY



GOA NATURAL GAS PVT.LTD



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 TPIA 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 Electro Galvanizing
Ends of Pipes	Plain End
Inspection	100% Pressure Testing shall be carried out at factory

2.1. **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.

2.2. **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

2.3. **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

3.1. **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 be 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 manufacturer'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 45°) 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 manufacturer 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.

- 3.2. **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.
- 3.3. **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

- 4.1. **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.
- 4.2. **Pressure Test:** Vendor shall carry out pneumatic pressure test as per clause 11.1b of IS 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 IS 1879 with latest amendments.
- 4.3. **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 IS 1879-1987 with latest amendments.
- 4.4. **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.
- 5.1. **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.
- 5.2. **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	+ .0.04 - .0.05	+ 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.

- 5.3. **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.
- 5.4. **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.
- 5.5. **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.
- 5.6. **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.
- 5.7. **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.
- Manufacturer's name or trade mark
 - Designation of tubes
 - 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.
- 6.1. **MATERIAL:** The material used for the manufacturer of Brass fittings shall conform 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.

6.2. 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)
12 mm	+0.04	+0.15	0.20	0.02
	-0.05	+0.06		

6.3. Union nuts shall be of hexagonal type. The Minimum wall thickness of a fitting shall be in accordance as given below.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. Resistance to Dezincification: The fitting shall be manufactured form 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.

6.8. 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.

6.9. 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.

6.10. 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.

7.1. 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	½”
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.

7.2. 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 item No. 6 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 item No. 7 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 SOR item No. 24 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 for each location (Ponda/ Panjim).
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 500 Per day of delay shall be applicable for each location (Ponda, Panjim).
4. As per the SOR item No. 28 if the vehicle is not deployed within 07 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. 1000 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 2000 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

STANDARD CONDITIONS OF SCC: PART V

Compliance of Govt. Of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevana (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 GNGPL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to GNGPL 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 GNGPL

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY) / Pradhan Mantri Garib Kalayan 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) / Aatmanirbhar Bharat Rozgar Yojana (ABRY) / Pradhan Mantri Garib Kalayan Yojana (as applicable). In service contract, the contractors shall inform GNGPL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s)

STANDARD CONDITIONS OF SCC: PART VI

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 XII
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.

- 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.
- viii. Copy of registration under the Building and other construction workers (RE&CS) Act, 1996 in case the contractors deploy ten or more building workers in any building or other construction works.

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 authorized person in GNGPL certifying as “*Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence (date)at (place)*” along with copy of bank statement duly certified by bank and copy of online transaction statement against each resources 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 e-Challans / ECR**, bank receipts/bank statement in respect of resources deployed in GNGPL 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 details 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 GNGPL 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 as per Form F-19
- 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 issued to resources 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 KYC compliance on 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 GNGPL, 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, GNGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

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 CodeNo. 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:-

SECTION-IV

General Conditions of Contract

GCC:

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

SECTION-V
FORMS & FORMAT

FORMS & FORMAT

LIST OF FORMS & FORMAT WITH ITS APPLICABILITY FOR THIS TENDER

Form No.	Description	Applicability for this tender (Yes/No)
F-1	BIDDER'S GENERAL INFORMATION	YES
F-2	BID FORM	YES
F-3	LIST OF ENCLOSURES	YES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"	YES
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"	YES
F-4B	DECLARATION FOR BID SECURITY/EMD (for MSE bidders)	YES
F-5	LETTER OF AUTHORITY	YES
F-6	NO DEVIATION CONFIRMATION	YES
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.	YES
F-8	CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA	YES
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"	YES
F-10	AGREED TERMS & CONDITIONS	YES
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER	NO
F-12	UNDERTAKING ON LETTERHEAD	YES
F-12 A	UNDERTAKING ON LETTERHEAD (for Compliances)	YES
F-13	BIDDER'S EXPERIENCE	YES
F-14	CHECK LIST	YES
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE	YES
F-16	CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF BIDDER	YES
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT	NO
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING	YES
F-19	INDEMINITY BOND	YES
F-20	PROFORMA FOR CONTRACT AGREEMENT	YES
F-21	INTEGRITY PACT	YES

E-1

BIDDER'S GENERAL INFORMATION

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

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

9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details/document}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	Shops & Establishment License / Trade license / Incorporation Certificate	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit MSE certificate as specified in ITB)

Place:
Date:

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

F-2

BIDFORM

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

After examining/reviewing the bidding documents for the tender of _____
_____ including

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

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

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

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

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

F-3

LIST OF ENCLOSURES

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

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

- 1
2.
3.
4.
5.
6.
7.
8.

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-4

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

(To be stamped in accordance with the Stamp Act)

Ref

Date

Bank Guarantee No

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____

M/s _____

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

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

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

guarantee and undertake to pay immediately on demand by GNGPL ; the amount _____

without any reservation, protest, demur and recourse. Any such demand made by GNGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E- mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A

FORMAT FOR PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD INNORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

**Irrevocable and confirmed Letter of Credit No. _____ dated _____
for amount INR _____**

**Validity of this Irrevocable Letter of Credit No. _____ is _____
(2 months beyond validity of Offer) in India.**

Dear Sir,

1) You are here by authorized to draw on _____
_____ (Name of Applicant with full address)
for a sum not exceeding _____ available by your demand
letter on them at sight drawn for Rs. _____ accompanied by a certificate by
GNGPL, with the Tender No. _____ duly incorporated therein, that one
or more of the following conditions has/have occurred, specifying the occurred condition(s):

i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.

ii) The Bidder varies or modifies its Bid in a manner not acceptable to GNGPL during the period of bid validity or any extension thereof duly agreed by the Bidder.

iii) The Bidder, having been notified of the acceptance of its Bids,

a) Fails or refuses to execute the Supply Order/Contract

b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.

c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security for Tender No _____ for _____ (Item)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under

6. All foreign as well as Indian bank charges will be on the account of M/s
..... (Applicant)

FOR _____

(SIGNATURE)

(NAME)

(DESIGNATION WITH BANK STAMP)

COUNTER SIGNATURE

F-4B

DECLARATION FOR BID SECURITY/EMD

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER No: GNGPL/C&P/T- 54

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all Corrigendum/Addenda), we M/s _____ (**Name of Bidder**) have submitted our offer/Bid No.

We, M/s _____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch-list/holiday/banning-list (as per policies of GNGPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our Bid by the M/s Goa Natural Gas Pvt Ltd. During the period of bid validity:
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'Arithmetical Corrections' as per provision of tender document.
- (c) Having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: _____

[Signature of Authorized Signatory of Bidder]

Date: _____

Name: _____

Designation: _____

Seal: _____

F-5

LETTER OF AUTHORITY

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

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

[1] Name & Designation: _____ Signature _____

Phone/Cell: _____ E-mail: _____

[2] Name & Designation _____ Signature _____

Phone/Cell: _____ E-mail: _____

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

F-6

"NO DEVIATION" CONFIRMATION

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

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

Place:
Date:

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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8

CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

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

”

the following certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

PERFORMANCE GUARANTEE No. _____

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of" _____

_____ vide FOA No./LOA No. _____

_____ dated _____ for GOA NATURAL GAS PVT LTD, Plot No.33, Rajan Villa, Journalist Colony, Porvorim-403521, Goa.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify GNGPL, in case of default.

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

1. We

hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to GNGPL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

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

Your right to recover the said sum of Rs. _____

-

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

3. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
4. This guarantee shall be irrevocable and shall remain valid up to _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GNGPL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period/guarantee period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by GNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
5. Bank also agrees that GNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GNGPL may have in relation to the supplier's/contractor's liabilities.

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

6. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the contractor up to a total contract value of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of _____ (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS AND CONDITIONS

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

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

SI. No	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (Order shall be released in this name & address)	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order and also for any further extension of order	
4.	Rate of applicable GST	_____ %
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/contract period as specified in the bid document	

9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule/penalty specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for 3 MONTHS from Final/Extended due date of opening of Techno-commercial bids.	
12.	Please furnish EMD/Bid Security details: EMD/ Bid Security No. & date Value Validity	
13.	Confirm that Annual Reports for the last three financial years (wherever Financial BEC is applicable) are furnished along with the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
16	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

F-12

UNDERTAKING ON LETTERHEAD

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

We hereby confirm that "The contents of this Tender Document No. _____
Have not been altered/modified by M/s _____
(Name of the bidder with complete address).

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

Place:
Date:

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

F-12 A
UNDERTAKING ON LETTERHEAD

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/T- 54

Dear Sir,

We _____ (Name of the Bidder) hereby undertake that we have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of resources as per the tender conditions.

We further undertake to ensure all compliances of the tender conditions. Any non-compliances may be constructed as deficiency in the performance of the contract. If such non-compliance is noticed, GNGPL is at liberty to take action in line with the tender conditions including termination of the contract.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-14
CHECKLIST

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

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

Place:
Date:

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

E-15

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

(To be provided on Bank's letter head)

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

Dear Sir,

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

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

..... dated

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

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

Yours truly

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

(Authorized signatory)

Name of the signatory

Designation

Stamp

F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

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

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

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

For the purpose of this Tender document,

- (i) Annual Turnover shall be "Sale value/ Operating Income"
- (ii) Working Capital shall be "Current Assets less Current liabilities" and
- (ii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

This certificate is to be submitted on the letter head of Chartered Accountant.

BIDDER'S QUERIES FOR PRE-BID MEETING

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

SUBJECT: HIRING AGENCY FOR PROVIDING OPERATION AND MAINTENANCE SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

Tender No: GNGPL/C&P/T- 54

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER: _____

F-19

(PROFORMA FOR INDEMNITY BOND)

INDEMNITY BOND

WHEREAS **Goa Natural Gas Private Limited** (Hereinafter referred to as GNGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at Plot No.33, Rajan Villa, Journalist Colony, Porvorim, Goa 403521 has entered into a CONTRACT with

_____ **“(Name of Agency)”** hereinafter referred to as the (‘AGENCY’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Officer at

_____ for Rs. _____
_____ (contract value) for _____

_____ **“(NAME OF THE WORK”)** for a period of
“ _____ ” and on the terms and conditions as set out in the Work Order No. _____ and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

GNGPL has also advised the AGENCY to execute an Indemnity Bond in favour of GNGPL indemnifying GNGPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / any workers / Labourers / vendors / sub-contractors / partner etc. who may have been engaged by the AGENCY directly or indirectly with or without consent of GNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid; the AGENCY hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GNGPL from any loss, which may arise out of any litigation's/liabilities that may be raised by the Contractor or any third party against GNGPL under or in relation to this contract.

The Contractor undertakes to compensate and pay to GNGPL forth with on demand without any protest the amount claimed/loss suffered by GNGPL for itself with direct/indirect expenses including all legal expenses incurred by them on account of such litigation or proceedings.

AND THE AGENCY hereby agrees with GNGPL that:

(i) This Indemnity Bond shall remain valid and irrevocable for all claims of GNGPL arising from any such arising out of said contract with respect to any such litigation / court case for which GNGPL has been made party until now or here-in-after.

(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 GNGPL are settled by the Contractor and/or GNGPL discharges the Contractor in writing from this Indemnity

The under signed has full power to execute this Indemnity Bond on behalf of the AGENCY and the same stands valid.

[SIGNATURE OF AUTHORIZED REPRESENTATIVE]

Place:
Date:

Name:
Designation:
Seal:

Witness:

- 1.
- 2.

PROFORMA FOR CONTRACT AGREEMENT

LOA/WORK ORDER NO. _____ DATE -----

Contract Agreement for the work of _____

_____ of GOA NATURAL GAS

PRIVATE LIMITED made on _____ between (Name and Address)

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

WHEREAS

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

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

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

AND WHEREAS

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

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

In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

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

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

In Witness whereof the parties have executed these presents in the day and the year first above written.

**Signed and delivered for and on behalf
of the EMPLOYER**

**Signed and delivered for and on
behalf of the CONTRACTOR.**

GOANATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Place:

Place:

Date:

Date:

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

F-21

INTEGRITY PACT

INTRODUCTION:

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

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

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

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

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

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

The Counterparty shall inform the Independent External Monitor.

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

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

II VIOLATIONS & CONSEQUENCES:

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

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

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

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

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

INTEGRITY PACT

(To be executed on plain paper)

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

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GNGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 –Independent External Monitor /Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GNGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Goa. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

 (Name & Designation)
 For the Principal

 (Name & Designation)
 For the Bidder/Contractor

Place & Date -----
 -

Witness 1:

 Witness 2:

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

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

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

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

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

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

A Definitions:

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

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

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false

documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors of GNGPL
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “CEO”
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

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

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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

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

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GNGPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/ Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(v) Repeated once	7 years (in addition to the period already served)
	(vi) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GNGPL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract/order	02 years

B.2.3 Exceptional Cases:

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

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

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

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

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

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

C Effect of banning on other ongoing contracts/ tenders

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

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 The suspension order shall also be hosted on GNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GNGPL

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (vi) After obtaining approval from the CEO, Corporate C&P Department will issue a letter in form of speaking order to the agency conveying the decision of putting the agency on the banning list along with reasons.
 - (vii) The banning order shall also be hosted on GNGPL intranet and a copy will be forwarded to all OICs/ HODs by Corporate C&P Department. A list of all agencies put on banning will be maintained at GNGPL Intranet/website.
- Further, if a communication has been received from the Ministry of Petroleum & Natural Gas to ban the agency from dealing with the PSE, the agency shall be automatically put in the banned list.
- (viii) The above process of banning should be completed within 04 months from initiation of case by concerned EIC/ department responsible for invitation of bid.
 - (ix) Pending the outcome of suspension of work and show cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show cause notice.
 - (x) After issuance of banning order, action for termination of order (s)/ contract (s) where it has been concluded that such irregularities have been committed and for forfeiture of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned Project/ O&M site as per extant DoP. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contract under the terms of the contract.

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

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

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

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

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

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

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

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

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

5.1 FOR PROJECTS

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

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

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

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

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

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

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

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

2. Poor Performance on account of other than Quality (if marks

Obtained against Quality parameter is less than 20):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge excluding cases under

para 4.0.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

5.4.2 Suspension Procedure:

- 5.4.2.1 The suspension period shall be limited to maximum six months.
- 5.4.2.2 The suspension order shall also be hosted on GNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- 5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
- 5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

- 5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from GNGPL.

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

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

5.4.3 Effect of Suspension of business:

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

- 5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.
- 5.4.3.2 If an agency is put on the Suspension List during tendering:
- 5.4.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- 5.4.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
- 5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.
- 5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.
- 5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1** An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

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

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

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

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GNGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of

receipt of Holiday order.

- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

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

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

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

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 Allotted				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Performance rating shall be classified as under :

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

*** Instructions for allocation of marks**

1.1 DELIVERY/COMPLETION PERFORMANCE (40 marks)

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

1.2 QUALITY PERFORMANCE (40 marks)

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

1.3 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

SECTION – VI: SCHEDULE OF RATE (SOR)

Attached Separately

*** END OF DOCUMENT***