



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

HIRING OF HCV - LCV FOR CNG
TRANSPORTATION THROUGH CASCADES
FOR CGD PROJECT OF
GOA NATURAL GAS PVT LTD
IN NORTH GOA GA

TENDER NO.:- GNGPL/C&P/2024/T-15

OPEN DOMESTIC COMPETITIVE BID



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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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. BIDDERS SHALL READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF GCC BEFORE SUBMITTING THE BID. ANY BIDDER WHO HAS SUBMITTED THE BID SHALL BE DEEMED THAT HE/HER/COMPANY HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF GCC.



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SECTION-I
INVITATION FOR BID (IFB)



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SECTION - I **INVITATION FOR BID (IFB)**

Ref: - GNGPL/C&P/2024/T-15

Date:- 21/08/2024

To,
PROSPECTIVE BIDDERS,

SUBJECT: - HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD 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/BRIEF SCOPE OF WORK/JOB	HIRING OF HCV-LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA
B	TENDER NO. AND DATE	GNGPL/C&P/2024/T-15 dated 21/08/2024
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM (2 ENVELOPE)
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	02 YEARS ARC FROM THE DATE OF LOA / NOTIFICATION OF AWARD.
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT: - INR 12,64,838/- (REFER CLAUSE NO.16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE:-27/08/2024 TIME: - 12.00 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 contracts@goanaturalgas.com of to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	DATE: - 05/09/2024 TIME: - 15.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 05/09/2024 TIME: - 16.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)



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K	CONTACT DETAILS	Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:- contracts@goanaturalgas.com / procurement@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 tender documents 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

**M.Z.KHAN
(CHIEF EXECUTIVE OFFICER)**



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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.:- 9731468813 Email:- kiran.m@antaressystems.com



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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

CONTENT OF SECTION-II:

PART-1: BEC AND AWARD METHODOLOGY

PART-2: APPLICABLE POLICIES OF GOI

PART-3: OTHER INSTRUCTIONS TO BIDDER



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SECTION - II

PART - 1: BEC AND AWARD METHODOLOGY

1) BID EVALUATION CRITERIA (BEC)

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

A] TECHNICAL CRITERIA:

- 1) The bidder shall own minimum 5 Nos. Heavy Commercial Vehicle having minimum payload capacity of at least 9 MT in the name of Company / Owner, which are less than five years old as on final bid due date.

AND

- 2) The bidder should have successfully completed at least **three (03) orders each of minimum amount INR 126.48 Lakhs** /- for Providing HCV / LCV for transportation of hazardous goods (CNG / high pressure gases / LPG (Bulk/ Packed) / Petroleum Products) to any CGD / Oil & Gas Company in previous 5 -7 years.

OR

The bidder should have successfully completed at least **two (02) orders each of minimum amount INR 158.10 Lakhs** /- for Providing HCV / LCV for transportation of hazardous goods (CNG / high pressure gases / LPG (Bulk/ Packed) / Petroleum Products) to any CGD / Oil & Gas Company in previous 5 -7 years.

OR

The bidder should have successfully completed at least a **single (01) order of minimum amount INR 252.96 lakhs/-** for Providing HCV / LCV for transportation of hazardous goods (CNG / high pressure gases / LPG (Bulk/ Packed) / Petroleum Products) to any CGD / Oil & Gas Company in previous 5 -7 years.

NOTE:-

- a) In case, a bidder is executing a contract as mentioned above which is still running, the contract value/quantity executed till one day prior to due date of bid submission should be equal to or more than the minimum prescribed value/quantity mentioned at clause A-2 above such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.
- b) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such



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bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC

B1 FINANCIAL CRITERIA:

1) Annual Turnover

The average annual turnover achieved by the bidder as per their audited financial results during last three (3) immediate preceding financial years shall be **INR 158.10 Lakhs**

2) Net Worth

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

3) Working Capital

The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall be **INR 31.62 Lakhs**

- If the bidder's working capital is inadequate or negative, the bidder should furnish a letter from the Bidder's bank (as per format in tender document) having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least for the working capital requirement as stated above.
- In case of tenders having bid submission date up to 6 months from the end of the preceding financial year as followed by the bidder's firm and audited financial results of the immediate three preceding financial years from bid submission date are not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after the 6th month from the end of the preceding financial year as followed by the bidder's firm, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years from the bid submission date.

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 no.	<u>Description</u>	<u>Documents required for qualification</u>
Technical BEC		
A.1	Technical BEC	Bidder must submit copy of vehicle registration certificate towards ownership of vehicles. The above vehicles must be registered in the firm/bidders name (in case of Partnership/Proprietorship). For other than Partnership/Proprietorship concern, vehicles must be registered in the firm/company's name.



A.2	Technical BEC	<p>For Experience against execution & completion of order: -</p> <p>Bidder must submit:</p> <p>a) Copy of complete 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 5-7 years to be reckoned from the due date of bid opening.</p> <p>b) The Completion Certificate against the Order/LOA/Contract as mentioned at point “a ” above must be submitted. Completion certificate must contain the detail information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total value of work completion, Scheduled date of Work completion and date of Actual work completion, etc.</p> <p>The Completion Certificate or equivalent should have been issued by the end- user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p> <p>For Running Contract: -</p> <p>Bidder must submit:</p> <p>i) Same documents as mentioned above at point ‘a’</p> <p>ii) Copy of Execution Certificate against Order/LOA/Contract for the running contract as mentioned at point ‘i’ above must be submitted clearly mentioning the detail information like Order/ LOA/ Contract No. with date, brief scope of work / Name of Work, Order Value, Executed Value till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned in BEC.</p> <p>The Execution Certificate or equivalent should have been issued by the end user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p> <p>For Jobs executed for Subsidiary / Fellow subsidiary/Holding company: -</p> <p>Bidder must submit/upload:</p> <p>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 along with documents as mentioned above at point ‘a’ & ‘b’</p>
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B.1	Financial BEC for Annual Turnover	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate last three preceding financial years AND Certificate from Chartered Accountant for details of financial capability of bidder (F-16)
B.2	Financial BEC for Net Worth	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year AND Certificate from Chartered Accountant for details of financial capability of bidder (F-16)
B.3	Financial BEC for Working Capital	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format in tender document), having net worth not less than Rs. 100 Crores (of Bank) , confirming the availability of the line of credit for at least working capital requirement (of Bidder) as stated in BEC. AND Certificate from Chartered Accountant for details of financial capability of bidder (F-16).

[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 with valid UDIN. 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.



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2) **AWARD METHODOLOGY**

Subject to "ITB: CLAUSES", GNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

Bidders are required to quote for full quantity against item(s). In case, bidder quotes for PART QUANTITY OR DOESN'T QUOTE FOR ANY ITEM OF SOR, such bids shall be liable for rejection.

In case, there is discrepancies observed in unit rate and total amount for any item in SOR, the unit rate shall be considered for evaluation and price bid analysis.

In case 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/supplier under this tender.



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PART - 2: APPLICABLE POLICIES OF GOI

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 prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply 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.



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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.



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2] 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.

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

3. "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.

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

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

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

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

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- "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;



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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.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

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



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

Form-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)

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 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)

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:



3] 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).

(I) 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.

(II) 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.

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

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

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

10.0 RECIPROCITY CLAUSE

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

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



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

FORM-1

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

FORM-2

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

To,
M/s Goa Natural Gas Pvt. Ltd.
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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

FORM-3

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

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

To,
M/s Goa Natural Gas Pvt. Ltd.
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 case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....% .

Name of Audit Firm:

[Signature of Authorized Signatory]

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.



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

- 4) POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS - NOT APPLICABLE
- 5) 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
- 6) 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
- 7) 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
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SECTION-II

PART-3: OTHER INSTRUCTIONS TO BIDDERS

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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

34. PURCHASE PREFERENCE

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ENTERPRISE 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 or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. 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 Public Sector Project Management Consultant (like EIL, MECON. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid 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 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 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.
- 4.7 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. in Form F-I (Bidder's General Information). It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.
- 4.8 In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender.document



5 COST OF BIDDING & 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 **ONLINE 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.
- vii. As a confirmation that the prices are quoted in requisite format complying with the requirements of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item. This is to be submitted on blank SOR copy.

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.~~

"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:
- In case of Proprietorship: by Proprietor
 - In case of Partnership: by all Partners or Managing Partner
 - In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - 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 along with 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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

- 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, it 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)**.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

- 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:
- If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies bids during the period of bid validity (after submission date).
 - Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:
 - to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - 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 an 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.

~~In case of manual tendering, bids received by GNGPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.~~

- 23.3 ~~Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.~~

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 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 in received by GNGPL prior to the deadline for submission of bid.~~



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- ~~24.2 The modification shall also be prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after 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: -



- i. Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- ii. Has been properly signed; Is accompanied by the required 'Earnest Money / Bid Security' (if applicable);
- iii. Is substantially responsive to the requirements of the Bidding Documents;
- iv. 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



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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

38.1 Bidder shall provide Performance Guarantee as mentioned in SCC

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

38.2 CPBG shall be retained at owner's end till completion of contract period (i.e., till completion of defect liability period against all the supplies awarded against this tender).



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

- 38.3 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.
- 38.4 Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.
- 38.5 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)
- Issue of tender document to MSEs free of cost.
 - Exemption to MSEs from payment of EMD/Bid Security.
- ASTHIS TENDER IS NON-SPLITABLE OR NON-DIVIDABLE (SPECIFIED IN BID DATA SHEET.***

- 40.2 The MSEs owned by SC/ST entrepreneurs shall mean: -
- In case of proprietary MSE, Proprietor(s) shall be SC/ST.
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
 - 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.
- 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 AT ANNEXURE IV OF SECTION: V OF TENDER ATTACHED HEREWITH.



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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 in the scope of contractor

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.



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SECTION-III

SPECIAL CONDITION OF CONTRACT



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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.



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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.



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1.0 STANDARD CONDITIONS

1. DEFINITION OF TERMS: In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

GENERAL DESCRIPTION UNDER CONTRACT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GNGPL IN NORTH GOA GA.

(b) The 'Company' shall mean Goa Natural Gas Private Limited (GNGPL), incorporated under the Companies Act, 1956 and having its registered office at Plot no.33, Journalist Colony Porvorim Goa.403521.

(c) The 'AGENCY' shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company and includes the contractor's legal representatives, his successors and permitted assignees.

(d) Engineer In charge (EIC) shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.

(e) The 'Contract' shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.

(f) "AREA OF OPERATION OF HIRED VEHICLES " means the areas/places connected with activities of GNGPL defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

(g) "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.

(h) "DAY" means day starting from 0000hrs to 2400 hrs.

(i) "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

(j) "HOUR" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

"MONTH" means a complete calendar month of the year.

(k) "PRO-RATA HOUR RATE" means a rate arrived at by the following formula:

For 24hrs duty = Monthly charges / 30 X 24 hrs.

(l) "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location for the place of reporting will be intimated after placement of work order/FOA by EIC depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises. '



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(m) "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Engineer In-Charge.

2. The Agency hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.

Agency should produce necessary EPFO code before commencement of work. Agency should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to Goa Natural Gas Private Limited.

The charges/rates for each items agreed in SOR shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to agency's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.

The period of contract shall be initially for a period of Two years from the date of issue of LOA or the date mentioned in the LOA, extendable for a further period of one year or above or part thereof on the same rates and terms & conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the Goa Natural Gas Private Limited.

Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the Agency directly or indirectly to any person/ firm or corporation, whatsoever.

Goa Natural Gas Private Limited has the right to Alter the scope of the services in quantum as per the exigency of work. The Agency shall accordingly provide service as may be required by Company on giving a notice of reasonable time.

The contractor shall provide the vehicle with drivers on daily/round the clock basis in all weathers, as per the time/duration indicated in the schedule of rates.

Vehicle shall be deployed progressively as per the direction of EIC and Mobilization period (as per clause no. 06 of SCC).

The rates quoted by the contractor shall be monthly basis as indicated in the schedule of rates (SOR). The rates thus quoted shall include all the charges for remuneration of the Supervisor, Drivers , fuel charges, Repair & Maintenance cost of the HCV/LCV, testing of cascade, charges for parking of the vehicle at designated places as per the GNGPL decisions/requirements .The rates quoted by the bidder must be also inclusive of all taxes, duties and other statutory levies on the vehicles, contractor share of P.F. and insurance charges, contractor profit, license permits, and any other expenditures like road tax, toll tax etc.

Vehicle to be travelled through minimum distance route only as per the directive of EIC



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The contractor shall make his own arrangements for repair/maintenance/ fueling of the vehicles and lodging & boarding of his staff. The contractor shall have to provide sufficient money to the drivers on regular basis to meet the contingent requirement i.e. Fueling, Toll tax, Parking Charge etc. The contractor shall provide proper uniform / PPEs to all the drivers / Supervisor engaged by him.

A maximum of one day maintenance time for the vehicle shall be permissible each month. The contractor shall provide suitable vehicle for such days of maintenance. The contractor shall do loading /unloading and fixing/removing of the cascade on a substitute LCV/HCV and their rates shall be inclusive of incidental charges on this account

Vehicles will be used for seven working days (24 Hrs. a day as per requirement) i.e. Monday to Sunday throughout the contract period. For Gazetted Holidays/Sundays, no extra charges shall be payable hence such charges shall also be included in the quoted rates.

The contractor will get the driver for verification with documents to the EIC. Before deploying and before replacing / removing a deployed driver the contractor will seek the consent of EIC.

Payment to the agency will be made through E- Banking.

The Agency shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as per prevailing law/regulation.

Agency shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor

No employees or person of Agency be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, Goa Natural Gas Private Limited will terminate the contract immediately and may refer the case to police.

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 resources, if any, deployed by him.

Age: No resource below the age of 18 years and above age of 55 years shall be deployed by the Agency for the execution of the contract.

2.0 GENERAL INSTRUCTIONS TO BIDDER

The hiring services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document. The contractor is required to carry out all services as mentioned in the scope of work and schedule of rates on all the 365 days including Sundays and all holidays.

The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Labour Act/ Law/and rules made there under. However, no work shall be left incomplete/ unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with site Engineer of GNGPL daily for smooth movement of the transport services.



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Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to GNGPL for any loss or damage caused to any building, plant machine of GNGPL due to careless, negligent, inexperienced act of default of the contractor, his agents, representative or employees. GNGPL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.

The contractor will be liable for any loss or injury to GNGPL employees/agents due to careless, negligent, inexperienced act or default of the contractor, his / her agents/ representative or employees.

Regarding work completion, the decision of the engineer-in-charge shall be final.

The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. GNGPL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc. All personnel of the contractor entering on work premises shall be properly neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.

For each shift, contractor shall depute adequate numbers of supervisors up to the satisfaction of engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone for effective supervision and better co-ordination.

Contractor will be allowed to have one day (24 hours) off for each VEHICLE in a calendar month for maintenance of VEHICLE.

The unused period out of 24 hours can be carried forward for next month.

The maximum period of accumulation will be 48 hours in a month. In case same is not availed, only 24 hours out of unused 48 hours will be further carried forwarded to the next month.

An additional one day per year for each year will be allowed for fitness check.

Contractor has to submit copy of fitness test in support of their claim. Example, If a LCV with an available cumulative allowed time of 48 hours remains unavailable for 16 days for want of repair after an accident. The penalty days will be calculated as follows: -

$(16 \text{ days} - 2 \text{ days}) = 14 \text{ days}$.

Contractor shall maintain proper record of his working employee attendance and payment made to them.

The contractor's representative/ supervisor shall report daily to the site engineer of GNGPL for day-to-day working, filling & dispatch of HCV / LCV.

The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by GNGPL.



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It will be the responsibility of the contractor to pay to the deployed manpower as per the minimum wages of the appropriate government rules applicable under the minimum wages act.

Services shall be provided in terms of shift pattern on round the clock basis. The contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services due to lack of any resources. Further, Personnel working with the HCV / LCV shall not be deployed for working hours longer than statutory limits.

All arrangement for communication from mother stations to the drivers working on jobs under the contract shall be the responsibility of the contractor. The contractor has to provide mobile phones to his supervisor at his own cost.

The contractor shall indemnify GNGPL from any claim of the contract labour.

All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines/ direction of engineer-in charge or his authorized representative.

The HCV/LCV shall be deployed for the services of GNGPL under the scope of this contract after due submission and verification of all related documents of the vehicle. The contractor shall not change tax and insurance documents for the entire period of the contract, except for the period of absence due to breakdown and renewal of insurance.

GNGPL shall not entertain any claim of whatsoever nature for increasing the charges during the course of the contract.

Contractor shall not be provided any land for residential accommodation of contractor's staff and labour by GNGPL

The contractor shall take care for proper cleaning of HCV / LCV daily up to the entire satisfactions of the Engineer-in-charge.

CONTRACTOR shall observe 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.

CONTRACTOR shall have at all times during the performance of the work, a Competent Supervisor at his premises. Any instruction given to such Supervisor shall be deemed as having been given to the CONTRACTOR.

The contractor shall carry out required supervision and inspection as per quality assurance plan and furnish all assistance required by the owner in carrying out inspection from time to time. The owner shall have inspectors or other authorized representative who shall have free access to the vehicles (HCV/LCV) at all times.



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MAKE OF VEHICLES

The vehicles required to be supplied by the contractor under this contract shall be procured only from reputed and regular vehicle manufacturers mentioned in the tender document. Contractor shall furnish the details of makes, model etc. and shall obtain prior approval of owner before placing under deployment.

FITNESS CERTIFICATES OF VEHICLES

The contractor shall be required to submit recent Fitness certificates of the vehicles deployed. These certificates should indicate all data/results of the vehicles as required in relevant Codes & Standards.

EXECUTION OF MECHANICAL WORKS

The Contractor shall engage mechanical agency for execution of mechanical works (i.e. mounting of cascade on HCV/LCV). All equipment's like cranes etc. has to have a valid certificate from authorities. It is the sole responsibility of the contractor to properly mount the mobile cascade issued by GNGPL with safety.

INSPECTION OF VEHICLES

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise GNGPL in writing in advance of the date of final Inspection / tests. Manufacturer's inspection or fitness certificates for HCV/LCV supplied may be considered for acceptance at the discretion of GNGPL. All costs towards testing etc. shall be borne by the contractor within their quoted rates.

VEHICLE DOCUMENT

The Vehicles should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Vehicle Permit to operate in GOA state, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits etc., if any required during and for the duty with the Company. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and, the company, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

The contractor shall submit the copy of all the valid documents of deployed vehicle i.e. Registration Book, Insurance Certificate, Fitness Certificate, Receipts of Road Tax Paid, and Permit with all taxes to Engineer in Charge before deployment of the vehicle.



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LABOUR LEGISLATION AND OTHER ENACTMENTS

Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislation's and orders, rules and regulation of Central /State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.

Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971 ", or any other labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of Contractor to pay the driver/ any employee as per Labour law /Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.

Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honor the various Central/State/Local self-body laws/enactment in this respect.

Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

Contractor will be required to observe and fulfill all the obligations under various enactments'



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applicable to the nature of job performed by him under the contract.

3.0 SCOPE OF WORK / SERVICES

The scope of work consists of but not limited to the following services:

1) Contractor should provide maximum 6 Nos CNG run heavy commercial vehicle (HCV) vehicle as per business requirement or as per instruction given by EIC. The rough dimension of the 4500WL cascades are given below:

Length: 5300mm; Width: 1870mm ; Height: 1700mm

2) Contractor shall provide CNG run light commercial vehicle (LCV) vehicle as per business requirement or as per instruction given by EIC. The approximate dimension of 3000WL cascades are given below:

Length: 3500mm ; Width: 1850mm ; Height: 1600mm

NOTE:- Cascades required for scope of work mentioned at above serial no. 1 & 2 shall be provided by GNGPL whereas HCV/LCV shall be provided by the contractor of New model or model not older than 2020 with good working conditions

The bidder must own required numbers of HCV (heavy commercial vehicle) and LCV (light commercial vehicle) as per SOR quantities.

The above vehicles must be registered in the firm or bidders name (in case of Partnership/Proprietorship). For other than Partnership/Proprietorship concern, vehicles must be registered in the firm/company's name.

Bidder must submit Copy of valid RC, Insurance & vehicle fitness certificate issued by concerned authorities for the deployed vehicles

Bidder must possess a valid registration under "The Motor Transport Worker Act. 1961" (wherever applicable). This Act is applicable on contractor employing five or more motor transport workers, as per the Section -1 of the " The Motor Transport Worker Act, 1961"

HCV/LCV provided by the contractor shall be of New/latest model or model not older than 2020 with good working conditions

Please note that 100% of the vehicles to be deployed shall be CNG run vehicles and shall be operated in Goa state.

The contractor must possess valid vehicle permit to operate in Goa state from concerned authorities for entire contract period including extension period.

The contractor shall be responsible for collecting the cascades from GNGPL's designated stores/ godown. The contractor shall securely mount the cascades on the vehicle chassis with cushion support along with the lock-nut and bolts at his own expenses. The mounting nuts and bolts should be lock tightened and should not become loose during normal operation. After taking over the



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custody of cascades, up keeping and safety of the material issued is the responsibility of contractor. Any loss/damage to the items like valves/ knobs/ fitting/ valve handle/ gauges/ cylinder/ tubing etc. shall be rectified/repaired/replaced by the risk and cost of contractor if the mistake is on contractor side.

On expiry or termination of this contract, cascades shall be returned to the designated station/store as intimated by EIC at contractor's expenses.

All material required for securely mounting the cascades, crane services required for loading and unloading of cascades have to be arranged by the CONTRACTOR at his own cost. CONTRACTOR shall securely mount the CNG cascade and make all necessary mounting arrangement including hiring of crane for lifting and handling of CNG cascades, supply of "U" bolts and nuts for anchoring cascades frame to chassis and installation of necessary supporting stiffener at requisite positions. The complete job of mounting CNG cascade to the satisfaction of the Engineer-in-Charge shall be completed within one day of issue of the cascade

The driver should have valid license to carry explosive products. The driver must be given training as per the industry practices followed in India. The driver should not consume any intoxicant or alcohol and smoking while on duty.

Drivers of the HCV/LCV shall make / remove the quick release coupling connection at the CNG stations, operate the Cascades Manifold valves and individual cylinder valves. Check and record the cascade pressure at CNG stations and Daughter Booster Station. For doing these jobs in a safe manner, the driver has to be trained in CNG station of GNGPL before actual deployment to drive the cascade mounted Vehicles

The CONTRACTOR shall bear the entire operational cost of the vehicle for transportation of CNG in cascades, which shall include but not limited to the following:

- a. Wages and other emoluments for the driver & supervisors as per applicable Labour Laws including their insurance.
- b. Cost of fuels, brake oil and lubricating oil required for operation of the vehicles.
- c. Maintenance/testing and repair cost of the vehicles, Cascade & other accessories.
- d. Licenses, permits, road/toll tax, insurance including 3rd party insurance, permits to carry Hazardous goods, incidental expenses and any other statutory levies.
- e. In case of any accident, contractor shall coordinate with Statutory Authorities.

The CONTRACTOR shall operate their vehicles at their own risk entirely and GNGPL shall in no case be held responsible for any damage to the vehicles while on GNGPL work. The CONTRACTOR shall maintain the vehicles in sound condition at all times.

The CONTRACTOR shall ensure the safe and correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as FILLED. Any infringement of the above will be deemed as unlawful and GNGPL will hold the CONTRACTOR legally responsible for the same. Additionally, GNGPL also reserves the right in such an event, to terminate the CONTRACT and / or to impose penalties on the CONTRACTOR as GNGPL may deem fit.

LCV/HCV Hiring charges shall include services of Drivers as well as supervisor for providing 24*7 VEHICLE operations. However, no particular driver shall be allowed to work for more than 12 hours in a day. Bidder to strictly comply Labor Laws.



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The mobilized fleet shall be fitted with spark / flame arrestor of a design approved by Chief Controller of Explosives (CCOE) and provided with wheel jack, tool kit, and spare wheel.

The mobilized HCV/LCV shall be painted as per color code and description provided by GNGPL in addition to the statutory display requirements to carry CNG. The CONTRACTOR shall be responsible for providing suitable signboards / display boards during HCV/LCV movement on road or in parked condition. Each LCV/HCV has to paint rear and side panels for display of company name and logo in combination to fulfill the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989. Painting of the color codes and all other statutory display have to be done by the CONTRACTOR at his own cost before deploying the vehicles for carrying CNG cascades.

Fire extinguishers (9 Kg & 2 Kg DCP, one number each) for each LCV/HCV shall be supplied by the party at his own cost and the same shall be mounted on LCV/HCV as per the directions of Site Engineer or Fire Officer GNGPL. The cost of supply and fabrication of steel material for mounting the extinguishers shall be borne by the CONTRACTOR.

Contractor shall also maintain a first aid box in the LCV/HCV at his own cost.

CONTRACTOR shall indemnify company (GNGPL) for any action under Motor Vehicle Act.

Transport services shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge. Transport services shall be governed as follows:

- a. Disconnect the quick connect coupling of the cascade after proper depressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in charge or site personnel of GNGPL and transport the cascade to Mother stations.
- b. Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling after ensuring proper grounding.
- c. Transport the filled mobile cascades from Mother / filling stations to daughter stations and connect to compressor / Stationary cascade through quick connect coupling after ensuring proper grounding.
- d. Each LCV/HCV shall be provided with a logbook and the pressure level in the mobile cascade (before / After), pressure level in the Stationary cascade at DBS (Before / After), time, station name etc. to be filled at commencement of each trip. Opening and closing reading of the odometer have to be noted in the logbook. Driver shall also record any leakage, burst disc failure during the trip. The logbook has to be signed by station manager / technician for each trip and countersigned by authorized site personnel of GNGPL daily.
- e. Daily filling & dispatch statement has to be prepared by the CONTRACTOR and the same has to be submitted daily at the respective control rooms of GNGPL as and when demanded by GNGPL.
- f. It is to ensure that while hoses are connected with the mobile cascade/LCV/HCV, nobody shall be inside the VEHICLES. Any kind of loss occurred due to negligence/mistake of driver during LCV/HCV operation shall be borne by the agency/contractor.



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Drivers/attendants/supervisors of HCV/LCV have to maintain the discipline and decorum in the CNG stations. Drivers without proper uniform will not be allowed for duties.

In each shift CONTRACTOR shall depute adequate numbers of manpower for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone for effective supervision and better coordination.

CONTRACT shall carry out all schedules for maintenance of LCV/HCV and provide the copy of schedule of maintenance record to Engineer-in-charge.

CONTRACTOR shall plan schedule of maintenance in consultation and prior permission of Engineer-in-charge.

The CONTRACTOR shall obtain the Traffic Police clearance for 24-hour entry permit for plying CNG cascades mounted LCV/HCV on road if required.

The CONTRACTOR shall ensure that no person in the vehicle would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of CNG shall not carry any persons or goods other than the crew of the vehicle.

In addition to loading and unloading of LCV/HCVs at the start and closure of Contract, Bidder will also be asked for one time unloading and loading of cascades during the tenure of the contract from respective LCV/HCVs at bidder's expense. All material required for securely mounting the cascades & crane services required for loading & unloading of cascades have to be arranged by the bidder at his own cost.

Payment shall be effective from the date when bidder has completed mounting of cascade and ready for filling of CNG. Also obtaining permission for 24 hours Entry Permit from traffic, if required shall be obtained by the contractor so that commercial operation of GNGPL is not affected.

The quantity shown in SOR is tentative. The deployment schedule for vehicles according to actual requirements shall be intimated to party in advance. The deployment could either be in simultaneous or in scattered manner.

Vehicle shall be generally operated in Goa state.

In case of any accident in working hours, all legal and/or financial implications shall be with contractor. Contractor shall make necessary arrangements to provide alternate vehicle immediately.

Statutory Requirement: Contractor has to follow all the labour law & statutory compliance issued by State and/or Central Govt. of India time to time.

Payment for total kilometers run shall be made on monthly basis with deduction of prevailing Income-Tax / Surcharge and other dues as applicable. Kilometres run will be counted through logbook maintained which is duly signed by GNGPL representative.

The drivers on vehicles shall be placed for long term basis; frequent change of driver shall not be



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permitted.

Vehicles shall be duly registered with RTO for transport of CNG. Each HCV/LCV shall have a valid permit, sufficient tools and spares for running repairs to be carried on-route. Bidder shall make adequate arrangements for fuel / lubricant with his crew / staff so that operations are not affected. Deduction shall be made, if vehicle is held up due to any of these reasons.

Each HCV/LCV shall have GPS instrument with all antennas completely shielded within the dashboard. The GPS should be fitted with minimum 32-bit microprocessor and should have a backup battery of minimum 24 hours. The web portal & mobile application shall have the capability to view location of the vehicle with an accuracy of 100 meters. The Bidder shall provide web portal access with minimum updating of 2 minutes for real time location of vehicle. The web portal shall also have provision for replay of journey, report on stoppage time and location with idle time sorting. The entire instrumentation including GPS, battery, cable etc. for accessing HCV/LCV location is in bidder's scope. The bidder shall arrange for round the clock maintenance of the GPS system to avoid any disturbance.

GPS system should be available for monitoring at all the time and nonworking of GPS for any HCV/LCV will be construed as deviation in operation of HCV/LCV. The bidder shall ensure 100 % GPS system availability for each HCV/LCV.

The GPS system shall have a display provision for a monthly MIS sheet consisting of following information of individual HCV/LCV

- Nos. of over speed incidents, max. Speed, no data period (total period for which GPS was not available, start location etc.
- The monthly GPS MIS sheet shall be submitted along with monthly invoices

A) VEHICLE REQUIREMENTS

Vehicle Model:

The vehicle model for this contract should be of year 2020 or later and in perfect running condition. **Deployed vehicles should necessarily be registered in Goa preferably.** However the contractor has to take care of any issue arising locally due to non-registration of vehicle in Goa. Offered Vehicle shall be from any one of the following manufacturer with opening body to accommodate CNG cascades :

1. Eicher
2. TATA
3. SML
4. Ashok Leyland

Design Features:

The following equipment/features should be installed, available and securely fixed

- Rear view mirror (One on each side)/wipers/signal lights/breaks/hand breaks.
- Odometer should be in working condition.
- Vehicle to be fitted with reverse horn.



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Emergency Kits/Accessories:

List of Important contact numbers/ Term Card/ Haz-chem Board/ proper clamping or keeping fire extinguisher with 9 Kg and 2 Kg DCP (ABC Type, Stored Pressure) Fire Extinguisher/Hand torch should be provided for each vehicle.

9 kg & 2 Kg capacity Dry Chemical Powder (ABC Type) type fire extinguisher (Manufacturing code IS 15683:2006) of reputed make shall be supplied by Bidder for each VEHICLE. Bidder shall provide following documents related to fire extinguishers at the time of deployment of vehicles to EIC

- Hydro test Certificate of the fire Extinguisher.
- Manufacturing / Batch certificate Shelf Life Certificate.
- Warranty / Guarantee Certificate of one year.
- Details of Extinguishers/ Brochure

Other Safety Requirements:

- Loads must be secured so that they do not cause Vehicle instability and do not exceed manufacturer's specification for the Vehicle.
- All drivers should check the vehicle condition on a daily basis as per the checklist.
- Maintenance of the vehicles should be carried out through a manufacturer approved garage and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation.
- All HCV & LCV vehicle drivers must use Spark arrester in the Retail Outlet/Mother Station.
- Spark arrestor should be fitted before going to loading/unloading point.
- Iron wheel chokes to be kept in each vehicle and LCV drivers have to use them when the vehicle is in rest position.

VEHICLE TRACKING SYSTEM (VTS):-

Provision of Vehicle Tracking System (VTS) in HCV/LCV is mandatory. Suitable VTS linked to GPS will be installed in each HCV/LCV in order to monitor and ensure safety and safe movement of the HCV/LCV, to ensure that the HCV's/LCV's ply on pre-planned routes, etc. The VTS will have provision to generate exception reports on parameters such as permitted speed, deviations if any from approved routes, time etc. as and when required.

Purchase and Installation of VTS is in the scope of bidder

B) OPERATION & MAINTENANCE OF VEHICLES

- 1) Ignition key of HCV/LCV and key of cascade lock shall be bunched in single key chain. This is for without fail safe operation.
- 2) All employees shall wear PPE's majorly Safety Helmet, proper uniform with reflective jackets and Safety shoes while on duty.
- 3) HCV/LCV shall be parked properly at filling/decanting point.
- 4) Key chain shall be handed over to the filling operator at mother station/DBS or any nominated person



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of GNGPL.

- 5) After filling cascade, operator shall inform concerned driver and return the key chain after removal of filling hose.
- 6) In case of any bursting of safety disc, driver shall park vehicle at left hand side of road. He shall close the valve of respective cylinder, tie red ribbon, and inform control room at City Gate Station. As far as possible, vehicle shall be parked at less populated area.
- 7) After CNG is dispensed (i.e. when the pressure inside the cascade drops below certain level, (presently 30 bar) or as specified by EIC, the HCV/LCV with empty cascade must be taken back from CNG Stations/DBS to Mother Station for refilling or other stations nominated by GNGPL, without any delay.
- 8) One or more HCV/LCVs may cater to a DBS/CNG Stations at a time and shall make trips as often as required to cater to the CNG demand, ensuring no dry out at any DBS.
- 9) One trip means To and Fro distance travelled between Mother Station and Daughter booster station (DBS)/CNG Stations.
- 10) The Vendor shall ensure that the recovery of gas per trip per HCV/LCV is within the acceptable limits specified by EIC. In the event of lower recovery on account of reasons attributed to the Vendor such as HCV being returned from DBS at higher return pressure than specified by GNGPL, the Vendor shall not be paid for that particular trip.
- 11) HCV/LCV driver shall not leave HCV/LCV unattended at any time while being filled or decanted.
- 12) The vehicle shall operate for 365 days per year.
- 13) HCV/LCV Gas Reconciliation book and HCV/LCV movement book shall be maintained. Vendor shall get those books printed as per GNGPL specification. All stationery including printing materials such as HCV/LCV logbooks, HCV/LCV Gas Reconciliation logbook will be in the scope of Vendor and shall be as per GNGPL formats.
- 14) Maintenance of each individual vehicle must be carried out strictly as per the schedule specified by OEM and all activities as per OEM checklists applicable at various intervals must be carried out. A copy of each such checklist & Preventive Maintenance (PM) schedule must be provided to GNGPL, it will be mandatory to submit PM reports (whenever applicable to respective vehicles) along with monthly bills.
- 15) Under any condition, the vehicle speed shall not exceed the limit specified by GNGPL.
- 16) Each vehicle shall be equipped with 9 Kg ABC type fire extinguisher and 2 Kg ABC Fire Extinguisher. This shall be approved by Local HSSE Manager of GNGPL. The cost shall be borne by vendor.
- 17) Every HCV/LCV shall have First Aid Box with the list of medicines. It should be checked and replenished at all times.
- 18) All head lights, parking lights, wipers and parking/breakdown accessories viz. parking cones min. 4 Nos, wheel chock shall be maintained in each HCV/LCV at all times.
- 19) Tyres of HCV/LCV shall be in roadworthy condition. Their tread depth shall not be less than 5 mm.
- 20) Driver shall not tamper with Vehicle Tracking System.



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- 21) All HCVs shall be equipped with transport emergency card. Emergency card would be provided by GNGPL.

C) MANPOWER

- 1) The Vendor shall appoint Journey Manager who will be stationed at GA and will supervise the trucks operations/Movement from mother stations to Various CNG Stations, maintenance, manpower along with coordination with GNGPL. He shall be available round the clock on cell phone.
- 2) Non availability of any such manpower on any HCV/LCV at any time will attract penalty as per penalty clause. Maximum number of working hours per day for drivers shall be as per the applicable transport act.
- 3) Drivers shall perform their duties as per applicable labour laws/transport laws.
- 4) The maximum age of driver shall not exceed 55 Years.
- 5) The Vendor shall, at his own expense, provide uniforms (2x cotton shirts, 2 x cotton trousers) to HCV/LCV drivers. GNGPL will advise the design specification of shirts and trousers.
- 6) The Vendor shall also provide PPE as mentioned in the document to his personnels. No reimbursement shall be made by GNGPL during entire contract period.
- 7) The Vendor shall ensure that the drivers carry their authentic ID documents like Aadhar Card & Driving License. Also get their Police verification done and submit to GNGPL.
- 8) The Vendor shall provide their own identity card to all employees, duly signed by authorised representative.
- 9) The Vendor shall comply with all the applicable statutory laws and regulations with regards to hiring of services. This includes registration with the Labour Commission etc.
- 10) The minimum wage admissible to labourers under the provisions of The Factories Act 1948 gets revised on half yearly basis. The Vendor shall take into account likely increase during operation of the contract and quote accordingly. Any increase in minimum wage during this period will not be considered for reimbursement by GNGPL.
- 11) The vendor shall impart refresher Defensive driver training to all the drivers at an interval of 6 Months. The cost for the same shall be borne by vendor.
- 12) Driver must wear safety belt while driving HCV/LCV.
- 13) Every year health check-up of all drivers shall be carried out as per advice of safety department. Expenses of health check-up shall be borne by Vendor. Reports shall be submitted to safety department. The services of any of the personnel found medically unfit shall be immediately terminated by the Vendor. In case of manpower replacement, no reimbursement will be made for medical fitness test. However, the Vendor will have to arrange for medical fitness test including eye test and epilepsy of such persons at his own expenses and ensure medical fitness before deployment.



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D) COMPLIANCE WITH STATUTORY AND RTO/ CMVR RULES

- 1) All the legal requirements of HAZCHEM carrier shall be fulfilled
- 2) All the vehicle documents as per RTO requirements shall be maintained.
- 3) All applicable documents to comply with labour laws must be maintained.
- 4) Vendor has to take all the necessary insurance as per Motor vehicle act & as per Indian regulation.
- 5) Following reports are to be submitted every month.
 - a. HCV/LCV movement
 - b. HCV/LCV Gas Recovery
 - c. Roster of all drivers of next month
 - d. Copy of Wage register
 - e. Photocopies of PF/ESI deposit receipt
 - f. Driver training (STC/HAZCHEM/DDT) status.
 - g. HCV/LCV Audit Check list (As per GNGPL format).
 - h. Monthly safety audit report for each vehicle as per checklist provided by GNGPL HSSE Representative.

4.0 CONTRACT PERIOD

The Contract period shall be for 02 (two) years 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.

5.0 PAYMENT TERMS

The Agency shall submit bills on monthly basis to the Engineer-in-Charge of the Contract.

Payment on monthly based invoices shall be made within 30 days of submission of the bills by Agency. PAN and Canceled Cheque/Bank Details, GST certificate of the vendor shall be intimated along with 1st invoice.

Agency shall submit following documents to the EIC for release of payments on monthly basis:-

- 1) Invoices duly signed/stamped/digitally signed by the contractor/authorized representative of contractor
- 2) Insurance Policy as per relevant law in force
- 3) Photocopy of daily travel log book duly certified to be attached with R.A. Bills.
- 4) Attendance Register, Salary record/wage register, EPF/ESI challans.
- 5) Any other document required for the purpose of processing the bills as instructed by EIC/GNGPL

Invoices are to be raised in accordance with various provisions under Goods & Service Tax (GST) rules as GNGPL is intended to avail benefits under various statutes in force.



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The Company shall not pay any interest for any delayed processing of the bills. No interest shall be payable on withheld amounts.

GNGPL has initiated payments to suppliers and Agencies electronically. All payments, including refund of Earnest Money Deposit & Tender Fees, if applicable, shall be released only through electronic mode and to facilitate the payments electronically, the bidder must submit the bank account details on bidder's letterhead, duly certified by the bank so that the payments through e-banking/RTGS/NEFT be made to the bidder, in case work is awarded to him.

DEDUCTION AT SOURCE:

- i. Owner will release the payment to Contractor after effecting deductions as per applicable law in force.
- ii. Owner will release the payment to contractor after offsetting all dues to the owner payable by the contractor under the contract.

6.0 MOBILIZATION PERIOD

Vehicle shall be deployed progressively as per the direction of EIC. Mobilization period shall be 25 days from the date of LOA for SOR Item No. A & B

7.0 ESCALATION AND DE-ESCALATION OF FUEL PRICES

Monthly hiring charges should be quoted considering the rates of CNG at North Goa as on 12/08/2024 i.e Rs. 86.50/- per Kg. This rate will be considered as base rate per Kg of CNG for the purpose of calculating escalation and de-escalation for the entire period of contract including extended period if any. Owner will consider increase / decrease of rates during the contract period for a quantum change of minimum 5% of base price per Kg of CNG. To calculate escalation rate, base price as stated above will be considered which is in force till midnight on the Last day of bid submission.

Variation of CNG up to + or - 5% of the initial CNG price at the time of quotes shall not be considered. If the change is beyond + or – 5% the de-escalation /escalation will be considered. For calculation of escalation/ de-escalation on account of rise or fall of CNG prices, the average (mileage) of deployed vehicles shall be taken as 06 Km per Kg of CNG consumption. The effective date of implementing the revised rates shall be from 1st of the immediate following month. No other variation of rates is allowed on any account and the Contractor will not be permitted to increase the rates unilaterally.

The calculation of escalation/ de-escalation on account of rise/fall of price of CNG over base rate will be done as follows:

Quoted monthly Rates for fixed Km slab + {(Km limit of the slab X (New Average CNG rate - Base CNG Rate)) / Average mileage of the Vehicle for per Kg CNG}



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For example, consider 4000 KM slab then revised rate will be calculated as given below:

Quoted monthly rate for 4000 KM slab = Rs. 60,000/-

Revised per Kg of CNG rate = Rs. 91/- &

Base Rate of CNG = Rs. 86.50/-;

Then, Revised Rates for fixed KM slab will be = Rs. 60,000 + $\{(4000 \times (91.00 - 86.50)/06)\}$
= Rs. 60,000+3000 = Rs.63,000/- -----FOR ESCALATION IN PRICE

Quoted monthly rate for 4000 KM slab = Rs. 60,000/-

Revised per Kg of CNG rate = Rs. 78/- &

Base Rate of CNG (on Bid due date) = Rs. 86.50/-;

Then, Revised Rates for fixed KM slab will be = Rs. 60,000 - $\{(4000 \times (86.50 - 78)/06)\}$
= Rs. 60,000 - 5666 = Rs. 54,334/- -----FOR DE- ESCALATION IN PRICE

For Extra KM, variation in per KM rate due to escalation/ de-escalation of price of CNG shall be:

Revised per KM Rates = Quoted Rate per Extra KM + $\{(New\ rate - Base\ Rates\ of\ CNG) / Avg.\ of\ the\ Vehicle)\}$

Say, if Extra KM rate is quoted as Rs. 15/- per KM,

Avg. of Vehicle is 06 Km / Kg

Base per Kg rate of CNG = Rs. 86.50

New per Kg rate of CNG = Rs. 91.00;

Then - Revised per KM Rates = $15 + \{(91.00-86.50)/06\} = 15 + 0.75 = Rs. 15.75$ per Km

Say, if Extra KM rate is quoted as Rs. 15/- per KM,

Avg. of Vehicle is 06 Km / Kg

Base per Kg rate of CNG = Rs. 86.50

New per Kg rate of CNG = Rs. 78.00;

Then - Revised per KM Rates = $15 - \{(86.50-78.00)/06\} = 15 - 1.41 = Rs. 13.59$ per Km

**The criteria for escalation / de-escalation in price shall be considered for all line items of the
SOR**

**Contractor shall submit the actual bills in original issued by Retail Outlets and shall claim the
escalation / de-escalation along with monthly running bills.**

8.0 INSURANCE

Hired vehicle(s) should be fully comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.



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The CONTRACTOR shall be required to take comprehensive insurance policy coverage including 3rd party insurance for each vehicle taken from a reputed insurance company and shall keep in force during the tenure of the CONTRACT.

All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor

Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

Contractor shall also ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the vehicle.

Contractor shall be also responsible for insurance of vehicles and cascades with product.

9.0 PENALTY

Non-availability of LCV/HCV service due to any reasons such as non-availability of driver, breakdown of vehicle etc. shall attract penalty which will be deducted from the monthly bills as follows:

Up to 4 hours: Rs.500/- per vehicle/per hours.

If vehicle not on duty for more than 4hrs the vehicle shall be treated as full day absence.

More than 4 hours Penalty = 2 X (Period of absence in days X Pro-rata fixed hiring charges as per SOR).

Non availability of cleaner for HCV/LCV shall attract penalty of Rs. 500/- per vehicle/per day.

Non availability of VTS system shall attract penalty of Rs.500/- per vehicle/per day

Consumption of any intoxicant or alcohol and smoking by the drivers/cleaners on duty shall attract penalty of Rs. 5000/- each and personnel will be terminated from his duties.

Total penalty amount shall be calculated monthly basis and same amount shall be deducted from monthly running bill without notice to contractor at sole discretion of EIC/OIC.

This clause is applicable on all working days including Sunday and holidays.

10.0 ACCIDENTS / DAMAGES / CLAIM LIABILITIES

In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other



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reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.

Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.

Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.

The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.

It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer -in Charge or his authorized representative about the occurrence of any accident as early as possible to avoid any disruption to the company's operations, provide substitute vehicle and submit a detailed report to the Engineer-in Charge or his authorized representative within 24hrs for the record of the Company.

Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor

GNGPL will provide replacement cascade, if cascade repair is not possible on LCV/HCV or not in condition of safe operational after accident. Removal of existing cascade, installation of replacement cascade and its secure mounting on LCV/HCV is in contractor's scope.

11.0 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.



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12.0 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 No dues certificate and an Indemnity Bond of Rs. 100/- 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 & FORMAT

13.0 CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

Bidder must provide Performance Guarantee as per following:-

SD/CPBG @ 5% of Annualized Total Contract Value within 30 days of LOA/Notification of award

OR

Initial security deposit (ISD) @ 2.5% of Annualized Total Contract value within 30 days of LOA/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 Annualized Total Contract value.

CPBG shall be retained at owner's end till completion of defect liability period.

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

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

The Performance Guarantee shall be in the form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract.

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.

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

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 honor 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.

14.0 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.

15.0 PRICE BASIS:

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

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.



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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.

The bidders should quote firm prices inclusive of all taxes, duties and other levies and cess on which no variation will be allowed except statutory variation in GST during the contractual completion period.

The quoted prices shall not be subject to price escalation during the contract period, for whatever reason except for the statutory variation stipulated above

16.0 GOODS & SERVICE TAX:

Please note that responsibility of payment of GST lies with Agency / Contractor 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, same should be raised in 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.

17.0 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.

18.0 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



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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 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.

19.0 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 cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.



SPECIAL CONDITIONS OF CONTRACT (PART - II)

Compliance's under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).

- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GNGPL. After disbursement of wages, the representative of the Contractor and EIC/ authorized representative of GNGPL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.



1.3 Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus / ex-gratia (made on yearly basis) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contracts.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.



- c) The Contractor is required to submit copies of **separate e-Challans / ECR along with proof of payment/receipt** in respect of resources engaged through this contract only, on monthly basis.

Common challans would not be acceptable in GNGPL. The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.

- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the **International Worker Portal of EPFO**.

4. **The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)**

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. **The Employees' Compensation Act 1923 (wherever applicable)**

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area or in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medi-claim Floater Policy with coverage of Rs. 3 Lakhs per resources covering his/her spouse and two children.



6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of Rs. 5 Lakhs (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GNGPL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GNGPL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, it shall be treated as FAILURE and actions as per the provisions of the Contract shall be taken. Further, GNGPL as Principal Employer will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount



payable to the Contractor under any contract or as a debt payable by the Contractor.

STANDARD CONDITIONS OF SCC: (PART III)

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GNGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GNGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GNGPL
4. The Contractor shall also indemnify GNGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, the maximum age of the resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety services, no resources below age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy and efficiency purpose, resources will be deployed up to the age of 55 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 58 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract worker if deployed beyond 55 years).

7. Appointment/Nomination of supervisor:

As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.



8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GNGPL while at the site/work. All existing and amended safety / fire rules of GNGPL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GNGPL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor
13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of GNGPL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to Schedule Caste, Schedule Tribe and Other Backward Class in order to have a fair representation of these sections of the society.
15. The Contractor is required to maintain all Registers and other records in an office within the premises of GNGPL or at a place within a radius of three kilometers.
16. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
17. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
18. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.



19. Police verification

- a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GNGPL premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GNGPL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GNGPL and has come to the notice of GNGPL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GNGPL.
20. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
21. The contractor shall ensure the KYC of the contract workers in EPFO portal at all time during the period of the contract and submit a proof of the same to the Engineer- in-charge periodically.
22. The Contractor shall ensure that the nomination of contract worker deployed by him under the said contract is duly updated in EPFO portal periodically



STANDARD CONDITIONS OF SCC: PART IV

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 Kalyan Yojana – if applicable**

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY) / Pradhan Mantri Garib Kalyan 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 V

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports /Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages- 2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages- 2019,after it comes into force)
- g) Copies of Employment Card in FORM 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.



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

Annexure-i

Details in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any from _____ to _____
 - (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI 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:-



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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.



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR
CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

SECTION-V

FORMS & FORMAT



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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	NO
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	PROFORMA FOR POWER OF ATTORNEY	YES
F-12	UNDERTAKING ON LETTERHEAD	YES
F-12 A	UNDERTAKING ON LETTERHEAD (for Compliances)	NO
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



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

1	Bidder Name	
2	Status of Firm	Proprietorship Firm / Partnership Firm / Public Ltd / Pvt Ltd / Limited Liability Partnership (LLP) / Govt. Dept / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed / certificate of registration as applicable]
3	Name of the Proprietor / Partners /Directors of the firm/company including their father's name and residential address, Aadhar no., PAN card details and DIN nos. (If required, a separate sheet may be enclosed for providing the above details)	
3a	Name of Power of Attorney of the bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

6	Bidder's address where order/contract is to be placed*	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/Services are to be dispatched /provided along with GST no. (In case supply of Goods/Services are from multiple locations, addresses and GST no. of all such locations are to be provided)	
		City:
		District:
		State:
		PIN/ZIP:
		GST No.
8	Telephone Number/Mobile Number and Email where contract is placed	
9	Telephone Number/Mobile Number and Email of concerned personnel / authorized signatory	
10	Website details	
11	ISO Certification, if any	{If yes, please furnish details/document}
12	PAN No.	(please furnish details & document)
13	GST No.	(please furnish details & document)
14	EPF Registration No.	(please furnish details & document)
15	ESI code No.	(please furnish details & document)



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

16	Shops & Establishment License / Trade license / Incorporation Certificate	(please furnish details & document)
17	Whether Micro or Small enterprise	{If yes, bidder to furnish relevant document}
18	Whether MSE is owned by SC/ST entrepreneur's	{If yes, bidder to furnish relevant document}
19	Whether MSE is owned by Women entrepreneur's	{If yes, bidder to furnish relevant document}
20	Whether bidder is a Start -Up or not	{If yes, bidder to furnish relevant document}
21	Bank details of bidder	(please furnish details/ bank mandate form)

Place:
Date:

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



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-2

BIDFORM

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) 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



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER No: GNGPL/C&P/2024/T-15

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 polices 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: _____



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-6

"NO DEVIATION" CONFIRMATION

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No. 33, Rajan Villa,
Journalist Colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-8

CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No.33, Rajan Villa,
Journalist colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-9

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 fromtime to time.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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 sums 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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-10
AGREED TERMS AND CONDITIONS

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No.33, Rajan Villa,
Journalist colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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 contract period	
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 / penalties	
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.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule/penalty specified in Bid document.	



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-11

PROFORMA FOR POWER OF ATTORNEY
(To be submitted on the letter-head of company)

Tender No.:

Item Description:

Name of Bidder:

“The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder)

whose registered address is _____

and does hereby appoint Mr / Ms _____

_____ [name of authorized person/(s)]

_____ (Designation) of M/s _____

_____ (Name of bidder)

whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually) and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the Tender no.

_____ for _____

_____ (Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdraw it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON _____

(Name of Person with Company Seal)

SIGNATURE OF THE AUTHORIZED PERSON(S)

(Name of Person)

E-mail ID:

(*) In case of a Single Bidder, Power of Attorney issued by the Board of Directors / CEO / MD / Company Secretary of the Bidder / all partners in case of Partnership firm / Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents, etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-12

UNDERTAKING ON LETTERHEAD

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No.33, Rajan Villa,
Journalist colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-12 A

UNDERTAKING ON LETTERHEAD

To,
M/s. Goa Natural Gas Pvt. Ltd.
Plot No.33, Rajan Villa,
Journalist colony,
Porvorim, North Goa- 403 521.

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

TENDER NO: GNGPL/C&P/2024/T-15

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-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
	Confirm that the following details have been submitted in the Un-priced part of the bid	
1	Bid Security (in case of Non-MSE bidders)	
2	Signed and stamped copy of tender document along with drawings and addendum/corrigendum's (if any)	
3	Power of Attorney in the name of person signing the bid.	
4	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	
5	Bidders' declaration that regarding, Holiday/ Banning, Liquidation, court receivership or similar proceedings	
6	Details and documentary proof required against BEC/qualification Criteria	
7	Confirm submission of document along with techno-commercial bid as per bid requirement.	
8	Confirm that all applicable forms are duly filled, signed and stamped and are enclosed with the bid	
9	Integrity Pact duly filled, signed and stamped	
10	Declaration for Bid Security/EMD (in case of MSE bidders)	
11	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately	
12	Confirm that no Price disclosing files have been attached with unpriced/ technical bid	
13	GA drawing (with dimension details if any)/Cross section drawings (if any) of each supplied items submitted	N/A
14	Bidder confirms that all materials proposed by the bidder are same/ superior to those specified in specification/ data sheets enclosed.	N/A
15	Bidder confirms that Catalogue of each supplied items is submitted	N/A

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

F-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.
Plot No.33, Rajan Villa,
Journalist colony,
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



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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
- (iii) 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.



TENDER No.:- GNGPL/C&P/2024/T-15

HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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BIDDER'S QUERIES FOR PRE-BID MEETING

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

SUBJECT: HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

Tender No: GNGPL/C&P/2024/T-15

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____



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(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:



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(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.

(i) 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.



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HIRING OF HCV - LCV FOR CNG TRANSPORTATION THROUGH CASCADES FOR CGD PROJECT OF GOA NATURAL GAS PVT LTD IN NORTH GOA GA

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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.



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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.

AND

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.



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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.

**SIGN AND DELIVERED FOR AND ON
BEHALF OF GOA NATURAL GAS PVT LTD**

**SIGN AND DELIVERED FOR AND ON
BEHALF OF THE CONTRACTOR**

GOA NATURAL GAS PVT LTD

(NAME OF THE CONTRACTOR)

Place:

Place:

Date:

Date:

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



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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 CorruptandFraudulent 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.



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

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

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

PREAMBLE

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

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

Section1 – 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.



Section2 – Commitments and Undertakings by the Bidder/Contractor

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

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

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

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

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

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

Section3 – 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.

**Section7 – 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.

Section8 –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 -----
-

Witness1:

Witness2:



APPENDIX-I

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.

- A3 “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.
- A4 “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.
- A5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A6 “Appellate Authority” shall mean Committee of Directors of GNGPL
- A7 “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”
- A8 “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.
- A9 “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.



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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.

C. Procedure for Suspension of Bidder

C.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

C.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',



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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.



APPENDIX-II

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



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- 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 Qualityparameter 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 subsequence 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) /contract (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 maybe 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



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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 Qualityparameter 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



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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) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)

(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 maybe 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'



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Annexure-1

**GOA NATURAL GAS PVT LTD
PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY
JOBS/O&M)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.)
- v) Name of
Vendor/Supplier/
Contractor/ Consultant
- vi) Contracted
delivery/
Completion
Schedule
- vii) Actual delivery/
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



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*** 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



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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



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SECTION – VI: SCHEDULE OF RATE (SOR)

Uploaded Separately

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