



RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA GA FOR 2 YEARS

TENDER No:- GNGPL/C&P/2024/T-16

TENDER FOR RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVEGROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA GA

Tender No : GNGPL/C&P/2024/T-16

(OPEN DOMESTIC COMPETITIVE BID)

COMMERCIAL VOLUME

(Volume I of II)

MOST IMPORTANT NOTE:

BIDDERS WHO ARE MSME ARE NEITHER EXEMPTED FROM SUBMISSION OF EMD / BID BOND NOR ELIGIBLE FOR PURCHASE PREFERENCE UNDER PPP-2012.

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SECTION - I INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

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

2.0 BRIEF DESCRIPTION OF PROJECT

The present project is the supply of natural gas as Piped Natural Gas (PNG) to Domestic, Commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobile consumers in North Goa GA. The main scope of work comprises laying, testing, and commissioning of underground Polyethylene (PE) main and service pipelines network of sizes ranging from 20mm up to 125mm Dia. along with above ground GI/ Cu pipe installation (LMC) and Direct Marketing Services for PNG Connections to Domestic, Industrial and Commercial consumers for City Gas Distribution project including installation of DRS/DCU/MRS/ Metering Skid /SR/Meters/ Regulators etc., as per SOR

3.0 BRIEF SCOPE

The main scope of work comprises laying, testing, and commissioning of underground Polyethylene (PE) main and service pipelines network of sizes ranging from 20mm up to 125mm Dia. along with above ground GI/ Cu pipe installation (LMC) and Direct Marketing Services for PNG Connections to Domestic, Industrial and Commercial consumers for City Gas Distribution project including installation of DRS / MRS / Metering Skid / SR / Meters / Regulators etc., as per SOR

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

4.0 CONTRACT PERIOD

The Period of Contract shall be two (02) years from date of issuance of FOA/ Work Order from GNGPL. However, the period of contract can be further extended to one year on same rates, terms & conditions of this tender on sole discretion of GNGPL.

For entire scope of work, two (02) separate job orders shall be placed on successful contractors for the duration of one (01) years. Once first job order is completed then only, second job order shall be placed.

5.0 BID VALIDITY

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

6.0 **BIDDING PROCEDURE**

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

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

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

Note:

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

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

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

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

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

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

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

7.0 DETAILS OF BID DOCUMENTS

A	NAME OF WORK/BRIEF SCOPE OF WORK/JOB	LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA FOR 2 YEARS
B	TENDER NO. AND DATE	GNGPL/C&P/2024/T-16 DATED 07/10/2024
C	TYPE OF BIDDING SYSTEM	TWO PART BID SYSTEM
D	TYPE OF TENDER	OPEN DOMESTIC TENDERING
E	COMPLETION/CONTRACT PERIOD	TWO YEAR FROM THE DATE OF NOTIFICATION OF AWARD. NOTE: - Contract shall be further extended to another one year based on the requirement on sole discretion of GNGPL on same rate, terms and conditions
F	TENDER FEE	NOT-APPLICABLE
G	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	APPLICABLE AMOUNT: RS.20,00,000./- (REFER CLAUSE NO.16 OF ITB)
H	DATE, TIME AND VENUE OF PRE-BID MEETING	DATE:-22/10/2024 TIME: - 15.00 HRS Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request for the same to the e-mail id sprabhakar@goanaturalgas.com & contracts@goanaturalgas.com of to get the link)
I	DUE DATE AND TIME OF BID SUBMISSION	DATE: - 28/10/2024 TIME: - 15.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
J	DATE AND TIME OF UN-PRICED BID OPENING	DATE: - 28/10/2024 TIME: - 16.00 HRS ONLINE ON E-TENDERING WEBSITE (https://www.tenderwizard.com/GNGPL)
K	CONTACT DETAILS	S.Prabhakar (Manager) Goa Natural Gas (P) Ltd Plot No.33, Rajan Villa, Journalist Colony, Porvorim-Goa,403521 Email Id:- sprabhakar@goanaturalgas.com Contact:- 9047494164

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

8.0 Bids must be submitted strictly in accordance with ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

- i) Demand Draft towards Tender fee (if applicable)
- ii) EMD/Bid Security (if applicable)
- iii) Power of Attorney
- iv) Integrity Pact (if applicable)

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

10.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from website www.goanaturalgas.com / www.eprocure.gov.in and SUBMIT ONLINE ON E-TENDERING PORTAL (<https://www.tenderwizard.com/GNGPL>) in all respect as per terms & conditions of Tender Document on or before the due date of bid submission. Clarification(s)/Corrigendum(s), if any shall also be available on above referred websites.

11.0 GNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

FOR & ON BEHALF OF GNGPL

MOHD. ZAFAR KHAN
(CHIEF EXECUTIVE OFFICER)

8.0 BIDDER EVALUATION CRITERIA (BEC)

A| TECHNICAL CRITERIA:

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

The bidder should have successfully executed contract(s)/ work order(s) involving Installation, Testing & Commissioning of domestic piped natural gas connections including laying of associated PE pipes in a single work order in preceding 7 (seven) years reckoned from bid due date for any City Gas Distribution Company.

Experience of at least three similar works of about INR 214.15 Lakhs in previous 7 years.

Or

Experience of at least two similar works of about INR 267.69 Lakhs in previous 7 years

Or

Experience of at least one similar work of about INR 428.3 Lakhs in previous 7 years

B| FINANCIAL CRITERIA:

1. Annual Turnover

The average annual turnover achieved by the bidder during the last 3 preceding financial years, shall be INR 267.69 Lakhs.

2. Net Worth

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

3. Working Capital

The minimum working capital of the bidder as per the immediately preceding financial year's audited financial results shall be **INR 53.53 Lakhs**

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

Note:

Annual Turnover :

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

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

Net Worth/Working Capital :

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

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

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

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

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

		<p>above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum annualized value mentioned in BEC Sr.No.8.0. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p>
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Financial BEC

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

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

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

9.0 BID SECURITY/EMD

All bids must be accompanied by a bid security amount of INR 20,00,000.lakhs.

Bid Security shall be furnished along with the un-priced bid. The EMD/ Bid Security shall be in the form of Demand Draft/ Banker's Cheque/ Letter of Credit OR BG as per format F-4 in favour of GOA NATURAL GAS PVT. LTD., payable at North Goa (issued by Indian Scheduled bank). GNGPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

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

In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian Scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of INR 100 million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

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

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

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

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

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

10.0 PRE-BID MEETING

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

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

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

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

- (i) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.

- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (iv) Time slot shall be allotted to each bidder to ask his queries.
- (v) Recording shall be done for pre-bid meeting.
- (vi) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 GENERAL

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

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

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

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

Contact details of owner is given below

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

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID

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

2.0 SCOPE OF WORK:

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

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

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

3.0 BIDDING ENTITY

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

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

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

The invitation of bid is open to any bidder.

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

Undertaking from bidder is to be submitted in this regard.

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

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

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

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

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

4.0 ONE BID PER BIDDER

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

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

Alternative bids are not acceptable.

5.0 COST OF BIDDING

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

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

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

7.0 SITE SURVEY

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

The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel

and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

Site Survey for tender is scheduled up to **16.10.2024 from 10:00 Hrs.** Bidder can jointly visit site with representative of GNGPL/.

Name of Contact Person	Contact Details
Mr.Jishu Jacob	Mobile: 9633643024
Mr.Neyaz Ahmad	Mobile: 9810434249

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

A. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

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

Volume I: Commercial Volume consisting of:

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

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

8.2 The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder’s risk and may result in the rejection of the Bid.

9.0 CLARIFICATION ON BID DOCUMENTS

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

10.0 AMENDMENT OF BID DOCUMENTS

10.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of

the bidding documents pursuant to ITB Clause- 9.0 and shall be hosted on Tenderwizard e-tendering website (<https://www.tenderwizard.com>) before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

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

B. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

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

12.0 DOCUMENTS CONSTITUTING THE BID

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

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

- q. Checklist as per Format F-14
- r. Copy of SOR (Schedule of Rates) with percentage blanked out mentioning "Quoted" against requisite cell in Summary of SOR. Under no circumstances bidder shall indicate percentage in Schedule of Rates (Un-priced Bid).
- s. Certificate from Bank if bidder's working Capital is inadequate as per Form F-15.
- t. Format as per F-16 for Chartered Accountant Certificate for Financial Capability of The Bidder on CA's Letter Head duly mentioning UDIN.
- u. Format as per Form F-17 for Consortium/JV Agreement – (Not Applicable)
- v. Performa as per Form F-18 for Bidder's Queries for Pre-Bid Meeting.
- w. E-BANKING FORMAT as per Form F-19.
- x. Integrity pact as per format F-20 along with Annexure-I & Annexure-II
- y. Details of proposed organization as per Format F-21.
- z. Annexure – I (Declaration For Bid Security/ EMD)
- aa. PF, GST registration certificate & ESI Registration certificate.
- bb. Any other information / details required as per Bidding Document.
- cc. Copy of certificate of incorporation/ Memorandum & Articles of Association/ partnership deed/affidavit of proprietorship
- dd. Documents establishing the Qualification pursuant to clauses of IFB, if applicable.
- ee. Any other information / details required as per Bidding Document.
- ff. List of Consultants / sub-contractors, if any, and Memorandum of Understanding (MOU) defining their involvement and responsibility in this work.
- gg. Copies of documents defining constitution or legal status, place of registration and principal place of business of the company including that of sub-contractor, if proposed.

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

12.2 Price Bid:

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

13.0 BID FORM

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

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

14.0 BID PRICES

- 14.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the percentage submitted by the Bidder and accepted by the Employer. The percentage quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 14.2 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 14.3 Percentage must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected. Estimated quantities, item-wise rates (inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST) and total estimated price is indicated in the SOR. Bidders are required to mention "INCREASE" OR "DECREASE" in figure in the requisite cells by which total estimated price shall be increased or decreased to arrive at bidder's quoted price. The same quoted %age (increase/ decrease) shall be considered to arrive at bidder's rates of all individual items of SOR.
- 14.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR.
- 14.5 Percentage quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 14.6 Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.

15.0 TAXES & DUTIES

- 15.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 15.2 Quoted percentage should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the

case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details. Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, GNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

- 15.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 15.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 15.5 Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.
- 15.6 Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.
- 15.7 The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 15.8 Owner/GNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- 15.9 The bids will be evaluated based on total quoted percentage including applicable GST (CGST & SGST/UTGST or IGST).
- 15.10 GNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid.
- 15.11 In case GNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly

as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

- 15.12 Where GNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and GNGPL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GNGPL or ITC with respect to such payments is not available to GNGPL for any reason which is not attributable
- 15.13 to GNGPL, then GNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GNGPL to Contractor / Supplier.
- 15.14 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 15.15 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GNGPL. Further, in case rating of bidder is negative/ black listed after award of work for supply of goods / services, then GNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GNGPL.

16.0 CURRENCIES OF BID

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

17.0 PERIOD OF VALIDITY OF BIDS

- 17.1 The bid shall remain valid for acceptance for three (3) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security (if any). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid period in all respects.

18.0 BID SECURITY

- 18.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 18.2 The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to ITB clause 18.9.
- 18.3 The bid security in Indian Rupees shall be in the form of "Online Banking transaction" or Demand Draft/ Banker's Cheque in favour of GOA NATURAL GAS PVT. LTD., payable at North Goa or in the form of an irrevocable Bank Guarantee in favour of GOA NATURAL GAS PVT. LTD. as per format enclosed at F-4 (issued by Indian Nationalised /Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Schedule Foreign Bank in case of Indian Bidders and from any reputed international bank or Indian Schedule Bank in case of Foreign Bidders).
- 18.4 To enable the bidders to utilize online transaction option, Bank details of GNGPL is as specified at ITB clause 18.14 below.
- 18.5 Bidder is required to submit successful Transaction Details along with their bid. In case of online transaction, submission of EMD in original is not applicable.
- 18.6 GNGPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
- 18.7 However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letter head.
- 18.8 The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 17 of ITB i.e. 5 (five) months beyond deadline for bid submission.
- 18.9 Any bid not secured in accordance with ITB clause 18.1 and 18.3 shall be rejected by GNGPL as non-responsive.
- 18.10 Unsuccessful bidder's bid security will be discharged / returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by OWNER pursuant to ITB clause 18.0.
- 18.11 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB clause 40.0 and furnishing the Contract Performance Guarantee pursuant to ITB clause 42.0.
- 18.12 The bid security may be forfeited:
- a) If a bidder withdraws its bid during the period of Bid validity.

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

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

18.14 Bank details of GNGPL are as below:

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

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

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

19.0 PRE-BID MEETING

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

20.0 FORMAT AND SIGNING OF BID

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

21.0 ZERO DEVIATION

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

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

22.0 E-PAYMENTS

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

23.0 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES –

23.1 NOT APPLICABLE

C. SUBMISSION OF BIDS

24.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

25.0 DUE DATE AND TIME OF BID SUBMISSION

25.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any

bid or part thereof whatsoever to be submitted after the due time on the due date.

25.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

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

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

27.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

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

D. BID OPENING AND EVALUATION

28.0 BID OPENING

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

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

29.0 CONFIDENTIALITY

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

30.0 CONTACTING THE OWNER/CONSULTANT

30.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to

contact the Employer for any matter relating to the bid it should do so in writing.

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

31.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

31.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:

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

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

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

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

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

32.0 PRICE BID OPENING

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

33.0 ARITHMETIC CORRECTIONS

VOID

34.0 CONVERSION TO SINGLE CURRENCY

NOT APPLICABLE

35.0 EVALUATION AND COMPARISON OF BIDS

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

35.2 Evaluation shall be done on Overall basis, based on total price including applicable GST (CGST&SGST/ UTGST or IGST).

Notes:

1. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
2. In case any cess on GST is applicable same shall also be considered in evaluation.

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

35.4 The same quoted %age (increase/ decrease) shall be considered to arrive at bidder's rates of all individual items of SOR.

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

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

35.7 The work is to be distributed among two (02) nos. of contractors as per clause no 37 of ITB.

35.8 Any uncalled-for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the bid, shall not be considered.

35.9 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

E. AWARD OF CONTRACT

36.0 AWARD OF WORK

36.1 The Owner/ Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on overall basis to GNGPL and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to

satisfactorily perform the Contract.

- 36.2 It is proposed to hire 2 nos. of contractor. However, GNGPL reserves right to award more bidder of same or negotiated rates.
- 36.3 Owner also reserves the right to negotiate the quoted prices before award of work.

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

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

37.0 SPLIT OF WORK

- 37.1 **It is envisaged to hire Two (02) Nos. of contractor for complete scope of work.**
- 37.2 **Work shall be split in the ratio of 50:50 for entire work.**

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

- 39.0 The Owner/Consultant reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/Consultant's action.

NOTIFICATION OF AWARD

- 40.0 Prior to the expiration of period of bid validity GNGPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 40.1 The Progressive Delivery / Completion period, as the case be, shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 40.2 The notification of award / Fax of Acceptance (FOA) will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 41.0 of ITB.

41.0 CONTRACT AGREEMENT

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

- 41.2 The Contract document shall consist of the following:

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

- 41.3 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents.
- 41.4 The Contract Agreement is to be executed on the non-judicial paper of GOA of an appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 41.5 In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the bid security shall be forfeited and as per the Bid Security declaration (Annexure-I) bidder shall be put on banning/ holiday list and the acceptance of the tender shall be considered as cancelled. The above is without prejudice to the other rights of GNGPL.

42.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

- 42.1 10% of Annualized Order within 30 days of issuance of Fax of Acceptance / Notification of Award

OR

- 42.2 Initial security deposit (ISD) @ 2.5% of Annualized Order within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order .CPBG shall be retained at owner's end till completion of contract period (i.e. till completion of defect liability period against all the supplies awarded against this tender).
- 42.3 The contract performance bank guarantee shall be valid 03 (three) months beyond the expiry of defect liability period.
- 42.4 The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders).
- 42.5 GNGPL shall not be liable to pay any bank charges, commission or interest on the same.
- 42.6 However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.
- 42.7 Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.
- 42.8 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, the bid security shall be forfeited and also putting on banning/ holiday list as per bid security declaration (Annexure-I)) and any such remedy the Owner may take under the Contract pursuant to Clause 34.0 of GCC-Works.
- 42.9 There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

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

- 43.1 Refer Attachment-I.

44.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

45.0 ORDER OF PRECEDENCE

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

46.0 UNSOLICITED POST TENDER MODIFICATIONS

46.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by GNGPL . Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by GNGPL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

48.0 Termination of contract

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

48.1 INTEGRITY PACT

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

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

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

49.0 COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counter parts.
- c) The counterparty will not pass GNGPL's confidential information to any third party unless specifically authorized by GNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GNGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against GNGPL or its associates.

50.0 VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, they may be blacklisted/banned from the GNGPL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GNGPL shall be entitled to terminate the Contract. GNGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases.
- c) Subject to satisfaction of the Independent External Monitor, GNGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GNGPL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GNGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

51.0 VOID {INDEPENDENT EXTRNAL MONITORS (IEMS)}

52.0 CORPORATE / NON- CORPORATE ENTITY

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

53.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE

No preference shall be given to MSE bidder as per Public Procurement policy for MSE order 2012 and further amendments.

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

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

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

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

55.0 REASON FOR REJECTIONS OF BIDS

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

56.0 REQUIREMENT OF PAN NO.

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

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

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

GNGPL's PAN no. is AAGCG6904Q

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

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

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

58.0 While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Schedule Castes and weaker sections

of the society also in order to have a fair representation of these sections.

59.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

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

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

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

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

62.0 GNGPL shall follow GAIL Gas framed the Conciliation Rules 2013 in conformity with supplementary to Part — III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL Gas web site www.gailgas.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013. terms of aforesaid procedure) from the date of issuance of such order by GNGPL, such decision of GNGPL shall be final and binding on such Vendors/ Suppliers / Contractors / Bidders / Consultants and the “Arbitration clause” in the GCC and other” CONTRACT DOCUMENTS” shall not be applicable for any consequential issue / dispute arising in the matter.

Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.

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

62.2 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to

conciliate and confirm in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

- 62.3 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 62.4 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 62.5 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 62.6 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

62.7 WORK IN MONSOON AND DEWATERING

- 62.8 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 62.9 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost
- 62.10** The contractor has to maintain minimum manpower of the plumbing team and conversion team. If the contractor failed to provide minimum manpower Rs 5000 shall be applicable as penalties on day basis

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure II of Order (Public Procurement No. 1) dated 23.07.2020.
3. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

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

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

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

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

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

Explanation—

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

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

Note:

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Part-A

STANDARD CONDITIONS OF SCC-PART I

1. "Service" shall comprise the Scope of Work as attached.
2. "Location(s)" where the services are to be rendered, shall be defined in the Scope of Work
3. **Engagement:** GNGPL intends to engage Contractor to provide the service(s) at GOA GA separately and for a period of 24 months from the date of commencement of service subject to the terms and conditions hereinafter specified.
4. **Man-days:**
 - a. Qualification and experience of resources to be deployed: as defined in Scope of Work
 - b. Contractor shall ensure that the resources to be deployed are:
 - i. Trained, experienced and competent to do the jobs for which they are assigned.
 - ii. Well dressed, well groomed, neat, tidy and presentable to a standard reasonably required for the particular service(s) for which they are assigned, and shall wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - iii. Polite, respectful and courteous.

5. Cost of minimum resources to be deployed:

The estimated cost of minimum resources / average monthly resources (whichever is applicable) to be deployed is based on applicable minimum wages [as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 as on 01.10.2021].

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of SCC - Part-II, Part- III and Part-IV, the Bidder/Contractor is required to consider the monthly cost of deploying minimum number of resources / average monthly resources (whichever is applicable) based on the following and quote the "Service Charge" accordingly:

Table 1: Components of monthly cost of deployment of a resource

Sl. No.	Component for working out monthly cost of deploying a resource	Remarks
1	Minimum Wages as on the date of submission of the bid	
2	PF Contribution @ 13% (i.e. Employer contribution 12% + EDLI 0.5% + Admin Charges 0.5%)	
3	Bonus / Ex-gratia @ 8.33% of minimum wages per month	
4	ESI Employer Contribution @ 3.25%	

5	Provision for leave with wages @ 4.81% of minimum wages per month	
6	Premium for Employees Compensation Policy covering Compensation Liability and a Mediclaim policy within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI), if ESI is not applicable	
7	Premium for Group Personal Accident Insurance Policy with a coverage of five lakh rupees	
8	Premium for PMSBY	
9	Premium for PMJJBY	
10	Uniform (1 sets per year) cost	
11	Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India (after it comes into force).	

Note: Actual amount against the components mentioned in sl. no. 01 to 11 of Table-3 will be released by GNGPL only after submission of proof of payment.

In case, any upward revision in minimum wages is notified by the appropriate government during the period of contract, GNGPL shall reimburse only the additional financial implication arising out of such upward revision in minimum wages including implication of associated wage components mentioned at Sl. No. 1-5 as mentioned in Table-3 (if any) to the Contractor. The Contractor is required to submit documentary proof for reimbursement of such additional financial implication. The arrears (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.

However, there will be no reimbursement in such case towards (i) the overheads towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted "Service Charge" amount.

The bidder is required to make his / her own assessment regarding deployment of resources, and supervisor etc. required for ensuring satisfactory services as per terms of the contract and also take into account all other applicable costs, if any, while quoting the rates / "Service Charge."

The quoted "Service Charge" will remain firm and fixed during the contract period. The Bidder is required to submit an undertaking, as per **Annexure- iii**.

6. Uniform:

Contractor shall ensure adequate supply of uniform (but not less than 01 sets per year) as

mentioned in the Scope of Work/SCC to all resources deployed.

7. Biometric System:

Contractor (s) is required to install Biometric System at his own cost to regulate the entry and exit of the resource(s) deployed by him.

8. Deficiency:

“Deficiency” shall mean a deficiency in the performance of service(s) as mentioned in the Scope of Work including deployment of minimum resources / average monthly resources (whichever is applicable), poor quality of service, quantity and quality of material, efficiency of any service(s), non-compliance of statutory provision(s) or non-compliance of any of the tender condition(s).

GNGPL/ Engineer in Charge (EIC) on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, GNGPL shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the EIC with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor(s)

- a. It is recognized that there may be deficiencies in the performance by the Contractor with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by EIC/ GNGPL in any service(s) to be performed by the Contractor, GNGPL shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.
- b. The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and GNGPL shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the GNGPL to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor or from the Security Deposit @ Rs. 1,000/- per instance.

9. Performance :

Performance of the Contractor shall be dealt as per Clause No. 2.14 of General Conditions of Contract (GCC)

10. Documents for technical bid qualification

- a. PF Registration Certificate
- b. ESIC Registration Certificate, if the ‘Location(s)’ of ‘Service’ as defined in the Scope of Work falls under the ESI implemented area.

NOTE: The bid is rejected due to non-submission of aforesaid documents.

STANDARD CONDITIONS OF SCC-PART II

Compliances under various Labour Laws

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

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

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GNGPL.

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/ authorised 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.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (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).
- iii. **As per the Industrial Establishment (National & Festival holidays, casual & sick leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable):**
 - a. three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

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 alongwith 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 alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.

- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wagepayment 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 General Condition 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.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act, 1948
 - k) The Payment of Wages Act, 1936
 - l) The Payment of Bonus Act, 1965

Annexure-II

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 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract worker if deployed beyond 58 years)
7. **Appointment/Nomination of supervisor:**

As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and 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/GNGPL's 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. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity** to candidates with experience of **apprentice training in GNGPL** under the provisions of the Apprentices Act, 1961.
16. 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 kilometres**.
17. 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.

18. Gate/ Entry Pass or Authorization:

Entry to the premises of GNGPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

21. 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's 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.
22. 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.
23. 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.
24. 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 Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of 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.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India

- 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 **authorised person** in GNGPL certifying as “***Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on(date) at -----(place)***” along with copy of bank statement duly certified by bank and copy of online transaction statement against each 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 eChallans / 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 enclosed at **Annexure- ii**.
- ii. Copy of the **Wage Register in FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource

- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. Proof towards KYC compliance on contract workers.
- x. Proof of deposit of total Cess under The Building and other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess collector (s).

4. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GNGPL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GNGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

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

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

-
- (10) ESI Code No. allotted by ESIC office: _____
 - (11) Labour License No. _____ dated _____
 - (12) Validity period of Labour License from _____ to _____
 - (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM — B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
 - (a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
 - (a) ESI Challan No. _____ Amount _____ Date _____

- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979:
____(Yes / No)

If Yes, No. of such Inter-state Migrant Workers: _

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

INDEMNITY BOND

WHEREAS Goa Natural Gas Pvt. Ltd. (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 C/O RAJAN VILLA, Plot No. 33 Goa Housing Board Colony Behind Patrakar Colony, Porvorim Goa -403521 has entered into a CONTRACT with **<name of the Contractor>** Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office

for Rs. -----for **<NAME OF THE CONTRACT>** ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. ----- and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

GNGPL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GNGPL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GNGPL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GNGPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to GNGPL forthwith, on demand, without protest the loss suffered by GNGPL

together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with GNGPL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of GNGPL arising from any such contract/case for which GNGPL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

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

Signature of Bidder.....

Name of Bidder.....

Summary of Insurance Policies

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

SI. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI — mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Mediclaim policy within overall premium @ 3.25 % of Minimum wages (i.e. employee's contribution towards ESI)	Provides compensation and medical facility to resources.
3	Group personal Accident	Applicable to all resources of the	Based on the coverage	Insured value: Rs. 3 Lakh to	Death, permanent

	Insurance	Contractor		cover expenses associated with any accident.	disablement , temporary total disability or any other medical expenses related to accident.
4	Pradhan Mantri Suraksha Bima Yojana (PMSBY)	Eligibility — age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2lakhs. (ii) Permanent partial disability –Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)	Eligibility — age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

Part -B

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. The corresponding clause number of the GCC is indicated in parentheses.

1.0 GENERAL

- 1.1** Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.
- 1.3** Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.
- 1.4** Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.5** The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications covering any part of the work covered in this Bidding on the contractor.
- 1.6** In partial modification to Clause No.23.0 of GCC the following shall apply:

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- i) Letter of acceptance along with statement of Agreed variations.
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to letter of acceptance
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Special Conditions of Contract
- viii) General Conditions of Contract

- ix) Indian Standards
- x) Other Applicable Standards

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

1.8 In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

1.9 The requirements of any statutory body and authority like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, etc, shall govern where these are more stringent than the requirements specified above.

1.10 Owner's representative means authorized representative of Owner (i.e. M/s GNGPL.)

2.0 TIME SCHEDULE

The work shall be executed strictly as per time schedule given by the EIC at the time of execution.

The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

Period of Contract shall be Two (02) years from date of issuance of LOA/ Work Order from GNGPL. However, the period of contract can be further extended to one year on same rates, terms & conditions of this tender on sole discretion of GNGPL.

The entire scope of work will be divided into two (02) separate job orders. The first job order will be issued upon contract award. Once the first job order is successfully completed, the second job order will then be placed with the contractor.

Note:

- 1) The time of completion shall be reckoned from the date of written intimation from GNGPL.
- 2) The above time schedule is inclusive of mobilization period of 15 days from the date of issuance of LOA/ Work order.
- 3) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
- 4) It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

A joint program of execution of work will be prepared by the Engineer-in- Charge and Contractor. This program will take into account the time of completion mentioned in 2.0 above. Contractor shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge

3.0 SCOPE OF WORK

3.0.1 Scope of work shall be as detailed in Scope of work, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

3.1 SCOPE OF SUPPLY

3.1.1 Owner's Scope of Supply (Free Issue Item)

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

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

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

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

3.1.6 No material shall be allowed to be taken outside the plant without a gate pass.

3.1.7 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

3.1.8 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in above clause , and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

4.0 MEASUREMENT OF WORKS

4.1 In addition to the provisions of Clause 90.0 of the General Conditions of Contract and associated provisions thereof, the provisions as under shall be applied:

4.2 GENERAL

4.2.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in

above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in- charge.

- 4.2.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 4.2.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 4.2.4 Measurements of weights shall be in metric tons corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 4.2.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 4.2.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 4.2.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 4.2.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

i)	Weight	:	MT or Kg
ii)	Length	:	M (Meter)
iii)	Number	:	No.
iv)	Volume	:	Cu.M
v)	Area	:	Sq.M

4.3 PIPING

4.3.1 Length of pipes shall be measured along the curvilinear center of the pipelines laid/ installed and shall include all types of fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

4.4 FOR PIPELINE CROSSINGS BY HDD (if required) / BORING / MOLING METHOD

4.4.1 Payment shall be made as specified in SOR and Technical Specification.

4.5 TERMS OF PAYMENT

5.0 Payment Methodology

5.1 Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner’s representative as per the agreed milestone payment schedule and the percentage break-ups given below.

5.2 Contractor shall submit his invoices to the Owner’s representative monthly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner

and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work 1st running bill shall be processed only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, BOCW registration, Contractor All Risk (CAR) policy, and GST registration in any state. Running bill shall be processed only after submission of RPF/ESI challans of previous executed months.

5.3 The Contractor has to raise the RA bill on monthly basis and payment shall be made as per below table.

Sr. No	Payment Break-up	%
A	Item No- A.0.00 to A.1.06	
1	completion of laying work of minimum 500mtrs.Including jointing of pipeline, backfilling and compaction for the complete stretch as per scope of work	50%
2	Flusing, testing and submission of final as-built drawing	20%
3	Installation of PE Stop Off Valve and permanent markers in the network area & completion of 80% taping work as per duly signed & approved survey of laid network.	10%
4	Precommissioning & Commissioning	10%
5	work order closure and submission of all documents as per contract & reconciliation of material.	10%
B	Item No- A.1.07	
1	After completion of all work in all respects and submission of as-built drawing	90%
2	After submission of documents and closure of contract	10%
C	Item No- A.2.00	
1	After completion of all work in all respects.	90%
2	After submission of documents and closure of contract	10%
D	Item No- A.3.00	
1	Upon Supply & complete installation of item's and all its associated work.	90%
2	After submission of documents and closure of contract	10%
E	Item No- B.0.00	
1	On procurement of GI pipes	30%
2	Completion of installation of pipes including all fittings, valves, etc. and clamping.	30%
3	Testing of installations &, painting.	15%
4	Commissioning including all related activities.	15%
5	After submission of documents and closure of contract	10%
F	Item No- B.1.00 to B.1.02	
1	On Completion of meter installation with submission of JMR sheet	80%
2	On Completion of conversion with all relative works	10%

3	After submission of documents and closure of contract	10%
G Item No- B.2.00 to B.5.03		
1	After completion of the work in all respects.	90%
2	After submission of documents and closure of contract	10%
H Item No- C.0.00 to C.1.03		
1	After completion of the work in all respects.	90%
2	After submission of documents and closure of contract	10%
I Item No- C.2.00		
1	Progressively on completion of individual item work on pro-rata basis as certified in monthly progress bill.	90%
2	After submission of documents and closure of contract	10%
J Item No- C.2.00		
1	On Completion of restoration work with all associated work	70%
2	On submission of NOC	20%
3	After submission of documents and closure of contract	10%
K Item No- D.0.00 to G.1.00		
1	After completion of the work in all respects.	90%
2	After submission of documents and closure of contract	10%

5.0 Payment Methodology

5.0.1 The Contractor shall raise invoices on monthly basis. Bidder shall enclose all documents as per checklist issued by GNGPL/ including during Kickoff meeting.

The Contractor shall submit 2 copies of Running Account (RA) Bills each to –

- i) EIC, GNGPL North GOA.
- ii) Finance GNGPL North GOA.

5.0.2 GNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services / Work (Service Provider) at actuals against submission of Invoices/ Certified RA bills as per format specified in rules/ regulation and only after the updation of GST Invoice into GST Portal.

5.0.3 The payment of the contractor will be released within 30 days from the date of receipt of complete invoice as per terms and condition of the contract.

5.0.4 Employer will release payment through e-payments only as detailed in bidding document.

5.0.5 All payments against running bills are advance against the work and shall not be taken as Final acceptance of work / measurement carried out till the final bill.

5.0.6 Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in- Charge and the Contractor.

5.0.7 Successful bidder(s) to submit material reconciliation certificate along with each bill.

5.0.8 Bills shall be raised by contractor in line with check list attached in Tender document.

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

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

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

5.0.10 All RA Bills shall be submitted to EIC of GNGPL

6.0 DEDUCTION AT SOURCE

Owner will release the payment after off-setting all dues to the owner payable by the contractor under the contract. Deduction will be effected at source as per the law in force.

7.0 PENALTIES DUE TO NON-COMPLIANCE OF STATUTORY PROVISIONS

- 7.0.1 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- 7.0.2 Contractor's failure to submit PF challans / ECR along with the bills for more than one month during the tenancy of the contract shall attract penalty of Rs. 5000.00 per month. Owner may suspend the work if challans are not submitted within three months.
- 7.0.3 Delay in obtaining ESI/WC cover taken for shorter duration will result into retention of an amount equal to 5% of RA bill which will be released on receiving the requisite documents/challans after deducting a penalty of Rs. 1000.00 per month per instance over and above the amount which would have otherwise been paid by the contractor in obtaining the required ESI/WC Cover.
- 7.0.4 However, delay in submission of WC will not absolve the contractor from his liability in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor.
- 7.0.5 Delay in submitting the required insurance policies as specified in the tender document will result into a penalty of Rs. 5000.00 per week over and above the amount which would have otherwise been paid by the contractor in obtaining the required insurance policies. The contract may be terminated in case of inordinate delays at the sole discretion of owner.
- 7.0.6 The contractor must obtain labour license before the start of work at allotted site. The completion period specified against each work order includes time required for mobilisation and fulfilment of all statutory requirements as defined in the tender document.

8.0 TEMPORARY WORKS

- 8.1 All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

9.0 TEMPORARY FENCING

- 9.1 The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him wherever

required as per instruction of Engineer-in-charge. Wherever trenching is being done specially at crossing site near habitation and public movement. The contractor shall provide barricading as per sketch enclosed and provide proper night light as per requirement and to the satisfaction of EIC. The Contractor shall, except when authorized by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Owner/Engineer-in-Charge has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Owner/Engineer-in-Charge.

10.0 CONTRACTOR'S TEMPORARY STRUCTURE

10.1 The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

11.0 STATUTORY APPROVALS

11.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices.

11.2 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

11.3 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

12.0 QUALITY ASSURANCE

- 12.1** Bidder shall include in his offer the quality assurance programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of contract detailed quality assurance program shall be prepared by the contractor for the execution of Contract for various works, which will be mutually discussed and agreed to.
- 12.2** The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.
- 12.3** Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning.
- 12.4** The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and dispatch of materials.
- 12.5** The Employer/ consultant / Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 12.6** The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that contractor's QA/QC Engineer (s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of engineer-in-charge.
- 12.7** In case contractor fails to follow the instructions of Engineer –in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer –in –charge.

13.0 NOTICE AND LICENSES

- 13.1** The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

14.0 WORKING HOURS

- 14.1** Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

15.0 RESPONSIBILITY OF CONTRACTOR

- 15.1** Preparing approaches and working area for the movement and operation of the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor.

The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc.

15.2 The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

15.3 Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

16.0 ADDITIONAL WORKS/EXTRA WORKS

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

17.0 COMPENSATION FOR IDLE TIME

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

18.0 POWER AND WATER CONNECTION

The Purchaser/Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water during connection from relevant authority and will pay its usage charge or arrange the same from the other sources.

19.0 CONSTRUCTION

19.1 OWNER reserves the right to inspect all phases of Contractor's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the Contractor present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of an Owner's representative does not relieve the Contractor of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the Contractor is found by Owner's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the Contractor shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

20.0 RULES AND REGULATIONS

20.1 Contractor shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

21.0 PROCEDURES

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

22.0 SECURITY

22.1 The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

23.0 DRAWINGS AND DOCUMENTS

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

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

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

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

23.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However, no extra claim

what so ever shall be entertained for any variation in the “approved/issued for construction drawings” and “tender drawings” regarding any changes/units unless otherwise agreed.

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

24.0 EXCAVATION BY BLASTING

24.1 Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

25.0 CONSTRUCTION EQUIPMENT & MECHANIZATION OF CONSTRUCTION ACTIVITIES

25.1 Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

25.2 The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

25.3 For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

25.4 Contractor further agrees that Contract price is inclusive of all the associated costs) which hemay incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

26.0 SITE ORGANIZATION

26.1 The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor’s obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered and methods of preventing accident for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

26.2 Subject to the provisions in the Contract Document and without prejudice to Contractor’s liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

27.0 SUPERVISION

- 27.1 All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the Contractor and GNGPL on site.
- 27.2 All work will be issued and sanctioned through the EIC and site control exercised by site engineers. The Contractor shall ensure that technical quality standards are maintained, that construction is carried out cost effectively and that a good customer and public image is maintained for GNGPL.
- 27.3 The Contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The Contractor's supervisor(s) will have day to day liaison with the SE, and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.
- 27.4 The Contractor's supervisor shall have mobile/telephones or pagers and Vehicle(Two OR Four Wheeler) to ensure that they can be contacted at all times. The Contractor will also nominate one person who can be contacted if necessary out of hours, for the duration of the works. The Contractor's supervisor will have access to transport at all times to allow them to visit sites and attend meetings with GNGPL as is required. The normal day to day issue of work instructions, communication between GNGPL. and the Contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.
- 27.5 **Minimum Manpower** The contractor has to maintain minimum manpower of the plumbing team and conversion team.

SI. No.	Manpower Details	Minimum Requirement (In Nos.)
1	Project Manager	1
2	Supervisor	1
3	MDPE Technician	1
4	GI Technician	1
5	Conversion Team	1
6	Meter Installation Team	1
7	Labor	4

- 27.6 If the contractor failed to provide minimum manpower Rs 5000 shall be applicable as penalties on day basis

28.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 28.1 After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

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

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

28.4 The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per GNGPL. Specification and General Conditions of Contract.

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

29.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

29.1 The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipment are kept open.

29.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

29.3 Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

29.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.

29.5 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.

29.6 Verticality shall be maintained. Verticality shall be verified with the Theodolite/advanced instruments.

30.0 CONSTRUCTION PHOTOGRAPHS

30.1 The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

SCHEDULE OF LABOUR

Void

32.0 CONSTRUCTION EQUIPMENT

32.1 Construction equipment shall be as per technical Volume II of II.

33.0 SPECIFIC REQUIREMENTS

33.1 Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

34.0 SITE CLEANING

34.1 The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

34.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

34.3 Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

35.0 SURVEY OF WORK

35.1 Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

35.2 The Contractor shall be entirely responsible for the correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

35.3 WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

35.4 The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out to WORKS.

35.5 Before commencement of any activity, Contractor's quality control set up duly approved by company must be available at site.

36.0 TESTS, INSPECTION AND COMPLETION

36.1 Tests and Inspection of Material under Contractor's Scope

36.1.1 Inspection and test prior to shipment of material and at final acceptance shall be as specified in Technical Specification. However, without prejudice to the provision of Technical Specification following shall hold good.

36.1.2 The Owner/Consultant or its representative shall have the right to inspect and or to test the material to conform their conformity to the specification.

36.1.3 If any inspected or tested material fail to conform the specification, the Owner/Consultant may reject them and the contractor shall either replace the rejected materials or make all the alteration necessary to meet the specification, free of cost to the purchaser/consultant.

36.1.4 The Purchaser / Consultant's right to inspect, test and where ever necessary reject the

material after the material's arrival in the purchaser / consultant site shall in no way be limited to or waived by reason of the material having previously been inspected , tested and passed by the purchaser/ Consultant or their representative prior to the material shipment from the material supplier.

37.0 TESTS AND INSPECTION DURING EXECUTION

- 37.1** The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.
- 37.2** All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 37.3** The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.
- 37.4** The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for trayfixing and inspection work.
- 37.5** Compressed air for carrying out works shall be arranged by the Contractor at his own cost.
- 37.6** For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actual tothe Contractor on production of documentary evidence.
- 37.7** Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.
- 37.8** All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.
- 37.9** Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

38.0 FINAL INSPECTION DURING EXECUTION

- 38.1** After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer- in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.
- 38.2** When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the

Contractor or the security deposit.

39.0 DOCUMENTATION

39.1.1 As - Built Drawings

39.2 Notwithstanding the provisions contained in standard specifications, upon completion of commissioning, the BIDDER shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provide to a **scale of 1:200** and submit to GNGPL., the following:

- a) One complete set in reduced size (279 mm x 432mm).
- b) One complete set of Soft Copy in CD of all original drawings.
- c) One complete set (original) of approved prints in A2 / A3 sizes for site office and one set for GNGPL.

39.2.1 Completion Document

The following documents shall be submitted in hard binder by the BIDDER in two sets One complete set (original) for site office and one set for GNGPL), as a part of completion documents: -

- a) Copies of the Inspection reports, drawings etc.
- b) Pre testing, final testing and other Test results and reports.
- c) Material reconciliation report
- d) All other requirements as specified in the respective specifications.
- e) Completion Certificate issued by Owner's Site Engineer.
- f) No claim & No due certificate by the Contractor.
- g) Completion Certificate for embedded and covered up works wherever applicable.
- h) Recovery statement, if any.
- i) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- j) Copies of deviation statement and order of extension of time, if granted.
- k) Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
- l) Any other contractual documents required on completion.

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

40.0 STATEMENT OF FINAL BILLS-ISSUE OF NO DEMAND CERTIFICATE

The final bill of Contractor shall be accompanied by no-demand certificate from the following departments of the Owner:

- i) Administration & Personnel Department regarding vacation of land, housing accommodation, recovery of tents etc.
- ii) Fire and Safety Officer and CISF. (IF REQUIRED)

The Contractor shall obtain such no-demand certificates from the concerned authorities and

furnish the same to the Engineer-in-Charge.

40.1 ISSUE AND RECONCILIATION OF MATERIAL

APPLICABLE AS PER TECHNICAL VOLUME II OF TENDER DOCUMENT OF CLAUSE 7 AND SUB CLAUSE

42.0 GOVERNMENT OF INDIA NOT LIABLE

42.1 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.

43.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER (if applicable))

43.1 Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Employer for record.

44.0 LIMITATION OF LIABILITY

44.1 "Clause no. 82.3 of GCC-Works is modified to the following extent:

44.2 Following shall stand appended to clause no. 82.3 of GCC-Works: The final payment by the Employer in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer.

44.3 CONTRACT PERFORMANCE GUARANTEE

44.4 Please refer clause no. 42.0 of ITB (Vol. I). In addition to above , following will also apply:

44.5 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.

44.6 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.

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

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

44.9 The CPBG/security deposit has to cover the entire executed contract value which includes extra work also. EIC/site shall monitor the value of executed work including extra work. and once it is envisaged that total executed value is likely to burst the ceiling of contract price, the contractor shall be asked to furnish additional security deposit/ CPBG. However, as long as the CPBG/security deposit already submitted at the time of award take cares of extra work executed and the total executed value are within the contract price, additional security deposit/CPBG for each extra work shall not be asked.

44.10 NGPL BANKING DETAILS REQUIRED FOR CPBG

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

46.0 TAXES, DUTIES AND LEVIES IN INDIA

46.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, Applicable Cess, etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and oldage pensions or annuities now or hereafter imposed by any Central or State Government

authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of Sales Tax /Works Contract Tax/ VAT/ Trade tax/ turnover tax as applicable.

46.2 Employer/Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

46.3 If excise duty is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

46.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.

46.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

47.0 SUBSEQUENT LEGISLATION

47.1 All duties, taxes (including sales tax on works contract/ trade tax/ turnover tax/GST, as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the GNGPL's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However, if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

48.0 INCOME TAX & CORPORATE TAX

48.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

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

48.3 Works Contract tax/ VAT as may be applicable shall be deducted as per the trade tax act.

49.0 CUSTOMS DUTY ON CONSTRUCTION EQUIPMENTS (Not Applicable)

49.1 Contractor is liable to pay custom duty on the equipments brought into India for executing

the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

49.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.

49.3 If for any reason the Employer is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor in favor of the Employer for an amount equivalent to amount of custom duty.

49.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

50.0 ISSUE OF CERTIFICATE- PERTAINING TO IMPORT

50.1 GNGPL shall not provide any kind of certificate.

51.0 IMPORT LICENCE

52.0 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Employer shall not provide import license.

52.1 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

52.2 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having

jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

53.0 INTELLECTUAL PROPERTY

53.1 Neither Employer nor Contractor nor their personnel, agents nor any sub- contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

54.0 FIRM PRICE

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

55.0 WORKS CONTRACT

55.1 The work covered under this contract shall be treated as "Works Contract".

56.0 PROVIDENT FUND ACT

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

57.0 MOBILIZATION ADVANCE

57.1 Not Applicable for this tender.

58.0 COORDINATION WITH OTHER AGENCIES

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

59.1 ROYALTY

59.2 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer for all the items involving Royalty.

60.0 THE FACILITIES FOR WORKMEN

60.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor & any other, as required by law at the time of execution.

- i. Arrangement of first aid
- ii. Arrangement for clean drinking water.
- iii. Toilets
- iv. Canteen where tea & snacks are available
- v. A crèche where 10 or more women workmen are having children below the age of 6 years.

61.0 ARBITRATION

61.1 Clause No. 109.0 of GCC-Works pertaining to Arbitration shall be replaced by the following: -

61.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

61.3 The Employer/Consultant (GNGPL) shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/ Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.

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

61.5 The award of the 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 proceeding shall be in English language and the venue shall be at Goa, India.

61.6 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.

61.7 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the **State of Goa (India)**.

61.8 Bidders/ Supplier/ Contractors 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, model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

62.0 DISPUTE RESOLUTION

62.1 Any dispute(s)/ difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this agreement shall be settled in accordance with provisions of this Article.

63.0 INVITATION FOR CONCILIATION

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

63.2 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate. If the acceptance is made orally, It is advisable that it be confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.

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

64.0 CONCILIATION

64.1 Where Invitation for Conciliation has been furnished under Article 2, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian arbitration and Conciliation Act, 1996 and GAIL GAS Conciliation Rules, 2013 (available on GAIL Gas website <http://www.gailgas.com>). It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration as per the provisions of arbitration clause. For the purpose of this Article, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

64.2 For dispute(s)/ difference(s)/issue(s) pending before Arbitral or Judicial proceeding, pendency of such proceeding shall not constitute any bar on commencement of Conciliation proceeding and Invitation for Conciliation under Article 2, even if the Conciliation proceedings under this Article are on the same subject matter(s)/ issue(s) as the Arbitral or Judicial proceedings.

64.3 The cost of Conciliation proceeding 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.

64.4 The Parties shall freeze claims (s) of interest, if any, and shall not claim the same during pendency of Conciliation proceedings.

64.5 The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties and Conciliation proceeding shall stand terminated on the date of the Settlement Agreement.

64.6 Clause No.109.2 of GCC-Works pertaining to Arbitration shall be replaced by the following: -

FOR THE SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES (s) INTER-SE AND PUBLIC SECTOR ENTERPRISES(s) AND GOVERNMENT DEPARTMENT(s) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES.

"In the event of any dispute or difference between relating to the interpretation and

application of the provisions of the contracts, such disputes 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 disputes, 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 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.”

65.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

65.1 The Contractor shall follow the specifications with respect to Project Planning, Scheduling and Monitoring system as giving in Bidding Document.

66.0 CHECKING OF LEVELS

66.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

66.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

67.0 STORAGE FACILITIES

67.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

68.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

68.1 Clause No. 22.0 of GCC-Works shall not be applicable in this contract.

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

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

69.0 COMPUTERIZED BILLS

69.1 Contractor shall submit computerized bills with duly printed GST Registration no. etc.

70.0 ORDER PLACEMENT OF BOUGHT OUT ITEMS

70.1 The contractor is required to place firm order for all bought out items of adequate quantity (including 1st lot in those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) within 30 days from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor. However, the contractor shall always take prior approval of owner and consultant for items required to be procured.

70.2 Further lots (for those cases where items are required to be procured in more than one lot, if so, stated in SOR/ SCC) shall be procured after suitable period so as to ensure adequate availability of material at site throughout the execution period).

71.0 REQUIREMENTS FOR CONTRACTOR AT SITE

71.1 Contractor shall establish site office with adequate.

71.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.

71.3 Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.

71.4 Contractor shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meeting with GNGPL& other authorities or customers as required, without any undue delay.

71.5 Contractors shall provide cell phones to their supervisors for day to day communication with GNGPL and site representatives of GNGPL.

71.6 The site in-charge must be a permanent employee of the contractor having desired qualification and work experience, any change in key persons working at site shall be informed to the Owner promptly.

71.7 Owner will not allow switching/ swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

72.0 COMPLIANCE WITH LAWS

72.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.

- vi) Apprentices Act.
- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) PNGRB Act.
- xiii) Any other Statute, Act, Law as may be applicable.

73.0 NOTES TO SCHEDULE OF RATES (SOR)

73.1 The SOR items would be operatable as per job requirement.

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

73.3 The scope as mentioned in the SOR is of indicative nature only and shall include all

73.4 activities as detailed in the relevant clauses of the specifications attached and other relevant documents enclosed with tender.

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

73.6 Contractor shall be required to deploy adequate no. of manpower and machinery to complete the work expeditiously. In this regard, no. of independent teams shall be decided by Engineer-in-charge. In case of non-compliance payment against the SOR Items in RA bills shall be done after withholding 15% of amount against the corresponding SOR items.

74.0 INSURANCE

74.1 All kind of Insurances including transit Insurance shall be borne & arranged by the bidder in line with clause no. 101.0 of GCC-Works. Price quoted in SOR shall be inclusive of this cost.

75.0 PRICE REDUCTION SCHEDULE (PRS)

75.1 The Price reduction schedule shall be applicable at the rate mentioned as per clause no.29.0 of GCC-Works as per following:

75.2 In case of delay in completion of work within the completion schedule, Price Reduction Schedule shall be applicable at the rate of ½% of the total contract value per week of delay or part thereof. The maximum PRS shall be 5% of total contract value.

75.3 For PRS purpose, Contract value shall be excluding of GST.

75.4 The compensation on account of any liability (lies) including penalties other than above shall be as per provisions of bidding documents and shall be applicable in addition to PRS.

76.0 The contractor has to maintain minimum manpower of the plumbing team and conversion team. If the contractor failed to provide minimum manpower Rs 5000 shall be applicable as penalties on day basis

77.0 SUB-LETTING OF WORKS

77.1 Pursuant to Clause No. 39 of GCC-Works:

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

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

78.0 BONUS FOR EARLY COMPLETION

78.1 The Clause 29.3 of GCC-Works for Bonus for early completion shall not be applicable in this Contract.

78.2 Penalties clauses for subjected tender shall be as said below

1. Mobilization

In case of any delay in mobilization of manpower and equipment's from the date of FOA/LOI or as per EIC instruction, the penalty of Rs. 1000/day will occur.

2. Submission of drawings and documents

The vendor should have to submit all site reports, like the RFC card, conversion report, and drawings, within 10 days of the completion of work; in case of any failure to submit the same, the penalty of 1000/day will occur.

3. Restoration Work

After completion of MDPE laying work the restoration work should be completed within 10 days or as per EIC instruction in case of any failure the penalty Rs. 2000/day will occur.

4. Office & Store set-up

Each contractor will have to maintain one site office cum store to suit the geographical location of the whole project area. A penalty of Rs. 1000 per day will be imposed on the contractor for non-arrangement / non-availability of site office cum store.

5. Availability Manpower

Penalty for absence of manpower more than 1 weeks is as follows, a) Project Manager-Rs. 500 per day b) Project engineer-Rs. 300 per day. c) Supervisor- Rs. 200 per day.

6. Minimum Manpower

The contractor has to maintain minimum manpower of the plumbing team and conversion team. If the contractor failed to provide minimum manpower Rs 5000 shall be applicable as penalties on day basis

7. Mis Behavior or Negligence

Complaints of mis behavior or negligence on the part of the resource shall be 1,000/- per instance

8. However, the total amount deducted towards deficiencies under the contract shall not exceed 10 % of the total contract value.

9. In case, the deficiency continues for such period or in such manner as determined by GNGPL that affects the services as mentioned in the Scope of Work, the EIC may, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and cost of the Contractor or may terminate the contract due to non-performance.
10. The decision of the EIC, as to any issue arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.
11. In the event of such termination of services / contract, GNGPL reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

79.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

79.1 Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of GNGPL.

79.2 CORRESPONDING ADDRESS

79.3 PURCHASER:

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

ATTACHMENT-I

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

Introduction:

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

A. Definitions:

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

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

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

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors of GNGPL

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/(ies) and shall be the "CEO".

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common;

(b) Majority interest in the management is held by the partners or directors of

banned/suspended firm.

- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

“Investigating Agency” shall mean any department or unit of GNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices,

after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with GNGPL for a period specified in para B. 2.2 below from the date of issue of banning order.

Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on theselection process.</p> <p>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	02 years
2	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p>	03 years
2.1	<p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, suchsituation of repeated offense to be dealt with more severity and following shall be the period of banning:</p>	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials providedby GNGPL	7 years
4	If act of vendor/ contractor is a threat to the NationalSecurity	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practicesduring execution of contract	02 years

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

C. Effect of banning on other ongoing contracts/ tenders

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

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

C.2 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3 after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

C.4 After opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on 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, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that
- a. neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and
 - b. bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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

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

ANNEXURES:

- I. **ANNEXURE-I: DECLARATION OF BID SECURITY / EMD CORRUPT/FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES (Not Applicable)**
- II. **ANNEXURE-II: UNDERTAKING FROM BIDDER WHICH SHARES LANDBORDER WITH INDIA**

III. **ANNEXURE-III: POLICY FOR PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**

Annexure - I

DECLARATION OF BID SECURITY / EMD

(on Bidder's Letter Head)(Not Applicable)

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

C/O RAJAN VILLA, Plot No. 33, Goa Housing Board
Colony Behind Patrakar Colony, PORVORIM Goa
403524

Subject:

Tender No:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (~~Name of Bidder~~) have submitted our offer/ bid no. _____.

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

We understand that we will be put on blacklist / holiday list / information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises (as per policies of GNGPL in this regard), if we are in breach of our obligation(s) as per following:

- a. ~~have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or~~
- b. ~~having been notified of the acceptance of our Bid by the GNGPL during the period of bid validity:~~
 - i. ~~fail or refuse to execute the Contract, if required, or~~
 - ii. ~~fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.~~
 - iii. ~~fail or refuse to accept 'arithmetical corrections' as per provision of tender~~

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

Place: _____ Signature of Authorize Signatory

Date: _____ Name:

_____ Destination

Annexure-II

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,

M/s Goa Natural Gas Pvt. Ltd.

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

Colony Behind Patrakar Colony, PORVORIM Goa -

403521

SUB: _____

TENDER NO: _____

Dear Sir

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

- (i) Not from such a country []
- (ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the
Competent Authority

shall be attached)

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

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

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

Annexure-III

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

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

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

3.0 DEFINITIONS:-

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

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

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

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

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

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

the evaluation process as per tender or other procurement solicitation.

- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Goa Natural Gas Pvt. Ltd. (GNGPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

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

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

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

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

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

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

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

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

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

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do

not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

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

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

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

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

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

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

(I) Non divisible item

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

20%)

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

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

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

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

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

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

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

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

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

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

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

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

- In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- c. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
 - d. In case of false declarations, GNGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
 - e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph below.
 - f. 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-
 - ii. Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - iii. 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);
 - iv. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

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

- i. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their

Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

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

PPP-MII-FORM-1

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

To,

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

SUB:

TENDER NO:

Dear Sir

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

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

Note:

- (i) Please indicate your preference against policy.
- (ii) The above preference shall be extended only after submission of requisite

documents (as mentioned in the tender documents).

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

PPP-MII-FORM-2

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

To,

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

PPP-MII-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.C/O RAJAN VILLA, Plot
No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s_____ (***Name of Bidder***) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II

Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of % .

Name of Audit Firm: [Signature of Authorized
Signatory] Name:

Date: Designation:

Seal:

Membership no.

Note:

- (i) This certificate 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.

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GNGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion

of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 EXCLUSIONS:

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

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

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

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

5.1 FOR PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

they shall also to be considered for Suspension.

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

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

(C) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

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

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

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

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

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

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

- (vii) For the case of "Subsequent Instances" On receipt of consolidated recommendations of Engineer-In-Charge/ Project Manager, a committee consisting of concerned Head of C&P, F&A and Project/ Indenting department at site will examine the recommendation in detail. In case of corporate office, the committee will be of HOD (C&P), CFO and concerned GM.

The committee will put up its recommendation to the CEO through Corporate C&P Department along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. Wherever such recommendation is forwarded from the site, the same will be routed through concerned OIC. The draft show cause notice should be vetted by the Corporate Law Department.

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

If the party desires for personal hearing to the committee prior to submission of reply to show cause notice, the same can also be given. However, this para shall not be made a part of Show cause notice.

The case will be further deliberated by a Corporate Level Committee consisting of following:

- (i) HOD (C&P)- Corporate Office
 - (ii) CFO
 - (iii) CGM level officer of concerned department
- (viii) After obtaining approval from CEO, Corporate C&P Department will issue the show cause notice to the concerned party giving an opportunity to respond within 15 days.

In response to the show cause notice if the party seeks any additional document (applicable only once), the same should be provided to the party as the earliest but not later than 7 days.

However, the period to respond in such a case will be appropriately adjusted.

- (ix) On receipt of reply to show cause notice, Corporate C&P Department will forward the same to Project group.

The same Committee who have recommended for issuing show cause notice will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice

and forward their final recommendation for keeping the Vendor/Supplier/Contractor/ Consultant on Holiday or otherwise through concerned OIC to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation.

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

While according to 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 the Competent Authority does not agree with the recommendation of the committee, it will record the reasons for the same. The decision of the competent authority will be final.

- (i) After obtaining approval from CEO, the Corporate C&P Department will issue a letter in the form of a 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 on the GNGPL Intranet.
- (iii) However, holiday restrictions shall not apply to Vendors/Suppliers for procurement of spares from them on a proprietary basis.
- (iv) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of such proposal.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user departments. The provision of para 5.1

(xiii) will not be applicable for consultancy jobs.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0.
- iii) Depending upon Performance Rating, following action needs to be initiated by concerned C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance

3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

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

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

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

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

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

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) 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) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second instances** 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 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

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

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

(C) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

- (vi) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at site to review and examine all cases pertaining to putting the Vendor/ Supplier/Contractor/ Consultant on holiday for final decision.

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

- (vii) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP)

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

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

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

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

- (viii) the case of "Subsequent Instances" On receipt of consolidated recommendations of Engineer-In-Charge/ Project Manager, a committee consisting of concerned Head of C&P, F&A and Project/ Indenting department at site will examine the recommendation in detail. In case of corporate office, the committee will be of HOD (C&P), CFO and concerned GM.

The committee will put up its recommendation to the CEO through Corporate C&P Department along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. Wherever such recommendation is forwarded from the site, the same will be routed through concerned OIC. The draft show cause notice should be vetted by the Corporate Law Department.

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

If the party desires for personal hearing to the committee prior to submission of reply to show cause notice, the same can also be given. However, this para shall not be made a part of Show cause notice.

The case will be further deliberated by a Corporate Level Committee consisting of following:

- (iv) HOD (C&P)- Corporate Office
- (v) CFO
- (vi) CGM level officer of concerned department

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

In response to the show cause notice if the party seeks any additional document (applicable only once), the same should be provided to the party as the earliest but not later than 7 days.

However, the period to respond in such a case will be appropriately adjusted.

- (x) On receipt of reply to show cause notice, Corporate C&P Department will forward the same to Project group.

The same Committee who have recommended for issuing show cause notice will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice and forward their final recommendation for keeping the Vendor/

Supplier/Contractor/ Consultant on Holiday or otherwise through concerned OIC to Corporate C&P Department for obtaining the approval of CEO after legal vetting through Law department. In case the committee recommends for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation.

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

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

- (xi) After obtaining approval from CEO, Corporate C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.
- (xii) A list of all parties put on holiday will be communicated to all concerned and will also be maintained at GAIL Gas Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary basis.
- (xiv) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of such proposal.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

5.4.2 Suspension Procedure:

- 5.4.2.1 The suspension period shall be limited to maximum six months.

- 5.4.2.2 The suspension order shall also be hosted on GNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- 5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
- 5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from GNGPL.
- The competent authority to approve the suspension will be same as that for according approval for holiday.
- 5.4.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

5.4.3 Effect of Suspension of business:

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

- 5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.
- 5.4.3.2 If an agency is put on the Suspension List during tendering:
- 5.4.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- 5.4.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
- 5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.
- 5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.
- 5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

- 6.1** An order for Holiday passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bid 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

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

*** Instructions for allocation of marks**

1.1 DELIVERY/COMPLETION PERFORMANCE (40 marks)

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

1.2 QUALITY PERFORMANCE (40 marks)

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

2	Deviations<2	2 marks
3	Deviations>2	0 marks

1.3 PERFORMANCE (20 marks)

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



RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK
& ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG
CONNECTIONS IN NORTH GOA GA FOR 2 YEARS

TENDER No:- GNGPL/C&P/2024/T-16

SECTION-V FORMS & FORMATS



RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA GA FOR 2 YEARS

TENDER No:- GNGPL/C&P/2024/T-16

LIST OF FORMS & FORMAT

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



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F-1
BIDDER'S GENERAL INFORMATION

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

TENDER NO:

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



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7	Telephone Number	_____
		(Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	
10	Fax Number:	_____
		(Country Code) (Area Code) (Telephone No.)

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name



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F-2

BID FORM

To,

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

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
"_____ including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of
Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged,
we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with
the said Bid Documents, including Addenda / Corrigenda (if any). We confirm that this Bid is valid for
a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and
it shall remain binding upon us and may be accepted by any time before the expiry of that period.

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA GA FOR 2 YEARS

TENDER No:- GNGPL/C&P/2024/T-16

F-3
LIST OF ENCLOSURES

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

SUB:

TENDER NO:

Dear Sir,

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

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

Note:

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

Place:
Date:

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



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F-4

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

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

SUB:

TENDER NO:

Dear Sir(s),

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

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

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

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

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

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



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

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No. _____

Date:



RATE CONTRACT FOR LAYING OF UNDERGROUND PE PIPELINE NETWORK & ABOVE GROUND INSTALLATIONS AND DIRECT MARKETING FOR PNG CONNECTIONS IN NORTH GOA GA FOR 2 YEARS

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB"
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.
7. Bank Guarantees towards EMD/Bid Bond from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on a letter head.



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F-5
LETTER OF AUTHORITY

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

Ref: Date:

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

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

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



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"NO DEVIATION" CONFIRMATION

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

SUB:

TENDER NO:

Dear Sir,

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

Place:
Date:

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



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F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

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

SUB:

TENDER NO:

Dear Sir,

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

_____”, the following Certificate shall be
automatically enforceable:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

PERFORMANCE GUARANTEE No.

Date:

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA/FOA No. _____ dated _____ for Goa Natural Gas Pvt. Ltd. Plot No. 33, Rajan Villa, Journalist Colony, Porvorim, North Goa, Goa- 403521

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

_____ (Rupees _____) as full

Contract

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

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

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

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



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

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

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

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

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

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours



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of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Goa Courts.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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



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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. Bank Guarantee towards Performance and Advance Payments is required to be submitted from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on a letter head.



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**F-10
AGREED TERMS & CONDITIONS**

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

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.a	Rate of applicable GST%
4.b	Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC)	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Bidder confirms that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	



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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

SUB:
TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission

bid _____

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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F-12
UNDERTAKING ON LETTERHEAD

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

SUB:

TENDER NO:

Dear Sir

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

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

Place:
Date:

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



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F-13 BIDDER'S EXPERIENCE

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

Place:
Date:

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



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**F-14
CHECK LIST**

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

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

Place:
Date:

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



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

(To be provided on Bank's letter head)

Ref:

Date:

To,

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

Dear Sir,

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

The Customer has informed that they wish to bid for GNGPL's RFQ/Tender no..... dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Signatory] Chartered Accountant

Date:

Seal:

Membership no.

UDI No.

[Signature of Authorized
Name:

Designation:

Instructions:



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The financial year would be the same as one normally followed by the bidder for its Annual Report. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

For the purpose of this Tender document:

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



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

CONSORTIUM/JV AGREEMENT

(Not Applicable)



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BIDDER'S QUERIES FOR PRE-BID MEETING

To,

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

Goa Housing Board Colony
Behind Patrakar Colony, PORVORIM Goa -403521

Sub :

Tender No :

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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F-20

INTEGRITY PACT

INTRODUCTION:

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

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

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



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FORM-20 (ANNEXURE-1)

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

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:

- i. If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GNGPL business in future.
- ii. In case of violation of the Integrity pact by Counterparty after award of the Contract, GNGPL shall be entitled to terminate the Contract. GNGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases.
- iii. Subject to satisfaction of the Independent External Monitor, GNGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GNGPL is satisfied that the Counterparty shall not commit any such violation in future.
- iv. In addition to above, GNGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found



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frivolous, untrue and misleading and may also impose exemplary cost for the same. The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (iv) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

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



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FORM-20 (ANNEXURE-2)

INTEGRITY PACT

(To be executed on plain paper)

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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

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



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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

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

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

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

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

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

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

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

If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GNGPL future



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contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

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

1. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
2. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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

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

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

Section 5 – Previous transgression



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The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

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

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

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

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

Section 8 –Independent External Monitor / Monitors

The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest,



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unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

Monitor shall be entitled to compensation by the Principal.

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GNGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is/ are found incorrect or biased or prejudiced.



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Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Goa. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)
Designation) For the Principal

(Name &
For the Bidder/Contractor

Place-----

Witness-1:-----

Date-----

Witness-2:-----



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PROFORMA FOR CONTRACT AGREEMENT

LOA No. GNGPL /

dated -----

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

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

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

WHEREAS

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

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

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

AND WHEREAS



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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

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

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

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



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

GOA NATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



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PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

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

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

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

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

AND WHEREAS

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

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

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



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(Inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. (Rupees).

AND THE CONTRACTOR hereby agrees with GNGPL that:

- i. This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GNGPL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii. This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GNGPL in terms of hereof.
- iii. The mere statement of allegation made by or on behalf of GNGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GNGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv. The amount stated in any notice of demand addressed by GNGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GNGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GNGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.
The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Official seal of the CONTRACTOR

Place:

Dated:



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