



Godavari Gas Private Limited

A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd.
and Hindustan Petroleum Corporation Ltd

OPEN DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT FOR

HIRING OF AGENCY FOR PROVIDING O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS

OPEN DOMESTIC COMPETITIVE BIDDING

(Tender No.: GGPL/C&P/CNG/SR 1001035/2026-27/07 Dt.02.09.2026)

DATE & TIME FOR PRE-BID MEETING: 09.09.2026 at 1600 Hrs. (IST)

**DUE DATE & TIME FOR
BID SUBMISSION : 23.09.2026 at 1400 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING : 23.09.2026 at 1500 Hrs. (IST)

E-mail : satyarakesh.m@apgdc.in and contracts@apgdc.in

Website: www.godavarigas.co.in

KINDLY NOTE THAT ONLY ONLINE BID
WILL BE CONSIDERED AGAINST THIS TENDER

Website for Online bid Submission:

<https://petroleum.ewizard.in/>

Prior uploading all the Techno-Commercial PDF Tender Documents on e-wizard portal (**<https://petroleum.ewizard.in/>**) please ensure that all the documents should be Digitally Signed.

<https://godavarigas.co.in/tender-videos.php>

INSTRUCTIONS FOR PARTICIPATION IN E-TENDERING SECTION IN BID DOCUMENT. (Page 8 to 10 in Bid Document)

Vendor may visit the below link also for training videos for e-procurement activities:

Website for Online bid Submission: <https://petroleum.ewizard.in/>

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SECTION-I
INVITATION FOR BID (IFB)

"INVITATION FOR BID (IFB)"**SECTION-I****Ref No: GGPL/C&P/CNG/SR 1001035/2026-27/07 Dt. 02.09.2026****To,****PROSPECTIVE BIDDERS****SUB: HIRING OF AGENCY FOR PROVIDIND O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS.****Dear Sir/Madam,**

- 1.0 Godavari Gas Private Limited (GGPL) is a joint venture of M/s. Andhra Pradesh Gas Distribution Corporation Ltd. (APGDC) and M/s. Hindustan Petroleum Corporation Limited (HPCL) is operating CNG & City Gas Distribution in the East Godavari & West Godavari districts of Andhra Pradesh
- 2.0 GGPL invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.
- 3.0 E-tender under Two-Bid System are invited for Tender for Hiring of Agency for Providing O&M Manpower for CNG Stations of GGPL in East & West Godavari Districts. Bidders are advised to complete the registration with e-tender portal (<https://petroleum.ewizard.in/>) for the participation in e-tendering.
- 4.0 The brief details of the tender are as under:

[A]	BRIEF SCOPE OF SERVICE/JOB	HIRING OF AGENCY FOR PROVIDIND O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS
[B]	TENDER NO. & DATE	GGPL/C&P/CNG/SR 1001035/2026-27/07 Dt. 02.09.2026
[C]	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
[D]	MODE OF BID SUBMISSION	ONLINE MODE – E TENDERING @ https://petroleum.ewizard.in/
[E]	TYPE OF TENDER	OPEN DOMESTIC TENDER
[F]	CONTRACT PERIOD	12 Months from date of FOA/LOA whichever is earlier As per Clause no. 5.7 of SCC
[G]	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE Amount Rs. 3,30,000/- in the form of BG/DD/Online Transfer/BC. Exempted for MSE

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[H]	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 02.09.2026 (17.00 Hrs, IST) to 23.09.2026 (14:00 Hrs, IST) on following websites: (i) GGPL's Tender Website – http://www.godavarigas.co.in (ii) https://petroleum.ewizard.in/
[I]	DATE, TIME & VENUE OF PRE BID MEETING	At 16:00 hrs. (IST) on 09.09.2026 Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowleswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India
[J]	DUE DATE & TIME OF BIDSUBMISSION	23.09.2026 at 14:00 Hrs. (IST)
[K]	DATE AND TIME OF UNPRICED BID OPENING	23.09.2026 at 15:00 Hrs. (IST))
[L]	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : M. Satya Rakesh Designation: Asst. Manager (CGD) Phone No. & Extn : 9491424143 E-mail : satyarakesh.m@apgdc.in ; contracts@apgdc.in
[M]	Validity of Offer	Minimum 3 months from the due date of submission of offer

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

- 5.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 6.0 In case of e-tendering, the following documents in addition to uploading in the bid on GGPL'S e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-
 - i) EMD/Bid Security /Declaration for Bid Security
 - ii) Power of Attorney
 - iii) Integrity Pact
- 7.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 8.0 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 GGPL's website (<http://www.godavarigas.co.in>); and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due date of bid submission.
- 9.0 Bid(s) received from bidders to whom tender/information regarding this Tender

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Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 10.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 11.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 12.0 GGPL 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

Godavari Gas Private Limited



(Authorized Signatory)

Name : M. Satya Rakesh

Designation: Asst. Manager (CGD)

E-mail ID : satyarakesh.m@apgdc.in

Contact No. : 9491424143

INSTRUCTION FOR VENDORS FOR E-TENDERING

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the GGPL e-Wizard Portal (<https://petroleum.ewizard.in/>).

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://petroleum.ewizard.in/> by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send **User ID** for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

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- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

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- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is **Gagan (8448288987/eprochelpdesk.01@gmail.com), Chaitanya(8448288985/eprochelpdesk.03@gmail.com), Nittin(8448288986/eprochelpdesk.44@gmail.com), 8448288989, 8448288992, 8448288984, 8448288986, 8448288982, 8448288988**
7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
8. The bid should be submitted through e-Wizard portal (<https://petroleum.ewizard.in/>) only.

(To be pasted on the envelope containing EMD / Bid Security & Power of Attorney)

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: GGPL/C&P/CNG/SR 1001035/2026-27/07 Dt. 02.09.2026

Description: HIRING OF AGENCY FOR PROVIDING O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS

Due Date & Time : 23.09.2026 at 14:00 Hrs. (IST)

From:

To:

<i>Bidder Name:</i>	GODAVARI GAS PRIVATE LIMITED
<i>Address:</i>	Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, East Godavari - 533125 A.P. India
	Attn: M. Satya Rakesh, Asst Manager (CGD)

***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA (BEC)

1.0 TECHNICAL CRITERIA:

Bidders Qualification Criteria shall be as follows:

Bidder shall have experience of having executed at least a single Order / Contract of providing Support Services Contract Manpower for Operation & Maintenance of CNG Station / Oil Filling Stations / Hydrocarbon Installations of value **Rs.29.2 Lakhs** in previous seven (07) years prior to the due date of bid submission.

In support of above the bidder must submit the complete work order and completion certificate issued by the end user having the reference number of work order, date of completion, brief, scope of work, ordered and executed value of the job etc.

For a running contract, if the executed value of contract is equal to or more than the value as indicated above in preceding seven years, one day prior to bid opening date, the same shall also be considered to be meeting the single order experience criteria of BEC.

The Completion/ Execution Certificate must contain the reference no. of the Work Order, reference of the work, awarded value, actual completed/executed value and actual date of completion of work/actual date of execution of work up to the required value as above or more.

Note:

- i) In case, bidder is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / client. For this also the minimum executed value in a single contract criteria will be as prescribed above.
- ii) A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed 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

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support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

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

DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE OF TECHNICAL BEC:

In support of the above, Bidder should submit Documentary proof in the form of copy of Work Order / Agreement / and Completion / Execution certificate mentioning required details, duly attested by Notary Public and Chartered Engineer. Work Order / Agreement must clearly indicate nature of Work / Service, various components / items, period, and value. Similarly, Completion Certificate /

Execution Certificate must clearly indicate reference to relevant work, actual value of executed work and actual date of completion.

Bids from Consortium / Joint Venture shall not be accepted.

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

2.0 FINANCIAL CRITERIA:

- A. The Average Annual Financial Turnover of the bidder should be at least **Rs. 97.34 lakhs** in any of the preceding three financial years.
- B. The bidder must have **POSITIVE** Net Worth as per latest audited annual financial statement.
- C. As per the last audited financial statement, the bidder should have minimum working Capital of at least **Rs. 19.47 lakhs**. If the working capital of the bidder is less than **Rs. 19.47 lakhs**, then the bidder should supplement this with letter from bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least **Rs. 19.47 lakhs**.

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DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO FINANCIAL BEC:

- a. Details of Financial Capability of Bidder for preceding financial year as per Format F-16 duly attested by Chartered Accountant / Certified Public Accountant (CPA).
- b. Audited annual financial statements (balance sheet and profit & loss statements) for three preceding financial years duly certified /attested by notary public with legible stamp.

Note:

1. 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 three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to that 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 three preceding financial years.

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

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

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

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

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

**3.0 RELAXATION OF PRIOR EXPERIENCE & TURNOVER CRITERIA
NORMS FOR STARTUP: Not Applicable**

4.0 EVALUATION AND COMPARISON OF BIDS:

- i) Bidders are required to quote for complete scope of services. If any bidder quotes for part scope/quantity, their bid shall be considered incomplete and shall not be evaluated, stands rejected.
- ii) Price Bids shall be evaluated on lowest Service Charge basis for complete total scope of services.
- iii) In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.
- iv) Bidder quoting negative (-) service charge shall not be considered for evaluation.

SECTION-III

INSTRUCTION TO BIDDERS

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

SECTION-III
INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the

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course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

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

- 2.7 Power of Attorney:

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

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

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the

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designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

The “authorized signatory” of the Bidder holding Power of Attorney must digitally sign all uploaded files.

A valid e-mail Id of the Organization/Firm Bidder must possess an e-mail Id, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" NOT ACCEPTABLE

4 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

4.3 Alternative Bids shall not be considered.

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

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE: NOT APPLICABLE

5 SITE VISIT

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

[B] BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing
- Section-VII : Schedule of Rates

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL's may respond in writing to the request for clarification. GGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GGPL's web site [<http://www.godavarigas.in>] communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GGPLs tendering website [<http://www.godavarigas.in>] communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

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11.1 The Bid prepared by the bidder shall comprise the following components:

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

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) Tender fee (in Original), if applicable.
- c) EMD/Bid security (in Original)
- d) Copy of „Schedule of Rates (SOR)“ **with prices blanked-out**, mentioning “QUOTED / NOT QUOTED” (as applicable) written against each item (As a confirmation that the prices are quoted in requisite format complying with the requirements)
- e) All documents in support of Technical Criteria and Financial Criteria of BEC, duly authenticated
- f) Complete Tender Document duly signed/ digitally signed by the Authorized Signatory
- g) Copies of documents defining constitution or legal status of firm (Proprietorship / Partnership / Limited Company, etc.), place of registration and principal place of business of the company
- h) All applicable formats F-1 to F-21 duly filled-up in all respects

Note:

- Few formats are to be submitted exclusively on letter head of company (clearly mentioned in respective format).
- Format F-16 is to be issued by Chartered Accountant on their letter-head (not on Letter-head of company of bidder)
- i) Any other documents (like EPF registration, GST registration certificate, PAN card, ESI Code No., etc.)
- j) If bidder falls under MSE category, relevant documents in support of MSE bidder to be submitted (duly attested by Chartered Accountant and Notarized by Notary Public)
- k) Any other document/information/details required as per Bidding Document

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

Bidders must submit the original "Bid Security / EMD& tender fee, Power of Attorney, Integrity Pact (if applicable) and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, superscribing the Tender details & number within 7 days from the date of un-priced bid opening.

The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been

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received as on the date & time of bid submission, the bid shall be summarily rejected.

All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.

11.1.2 Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) PRICE BID of the Bid shall be uploaded under tab “Step 3: SOR Attachment” of” page in the GGPL E-TENDER Portal i.e., <https://petroleum.ewizard.in/> and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document and only under tab “Step 3: SOR Attachment” as per instructions provided in Annexure-I (Instructions for participating in e-Tender) of Tender Document and Ready Reckoner available in Bid Document and in GGPL website.
- iii) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in “Step 3: SOR Attachment”. Submission of prices in Unpriced bid shall lead to rejection of the bid. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- iv) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- v) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- vi) In case, it is observed that any of the bidder(s) has/have offered suo- moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- vii) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of

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the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

- viii) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- ix) Bidders are requested to refer instructions for participating in E-Tendering and the ready reckoner for bidders available in <http://www.godavarigas.co.in> Bids submitted manually shall be rejected, the bids must be submitted on GGPLs E-tendering website <https://petroleum.ewizard.in/>

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (**CGST & SGST/UTGST or IGST**).
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes 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-F10) and SOR
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after 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.

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Authorities and after ascertaining its applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

TAXES & DUTIES

13 GST (CGST & SGST/UTGST or IGST)

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.4 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.

Beyond the contract period, in case GGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST**

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(**CGST & SGST/UTGST or IGST**) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

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

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

13.5 Where the GGPL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST): -

13.5.1 *Owner/GGPL will reimburse the **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 to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.*

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

13.6 Where the GGPL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST): -

*Owner/GGPL 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.*

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

13.7 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not

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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. Where GGPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 13.8 In case GGPL 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.

Where GGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GGPL 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 GGPL or ITC with respect to such payments is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GGPL to Contractor / Supplier.

- 13.9 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 GGPL 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.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff/recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by GGPL to Supplier of Goods / Services.

13.10 Anti-profiteering clause

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

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GGPL 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

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penalties / interest, if any, incurred by GGPL.

12.1 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

12.2 Provision w.r.t. E- Invoicing requirement as per GST laws

(a) Provision to be included in tender for Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to “Taxes & Duties” / “GST (CGST & SGST / UTGST or IGST” of Model ITBs]

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by M/s. GODAVARI GAS Ltd. as no ITC (Input Tax Credit) is allowed on such invoices. Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

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

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Annexure-1 along with documents for release of payment.

13.12 Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

(a) Provision to be included in tender for Procurement of Goods [as a new provision after last clause of Model ITBs]

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from

GGPL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller GPL

(b) Confirmation w.r.t. TCS in Agreed Terms and Conditions Format:

- i. Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax.
- ii. If yes, bidder as a seller will raise proper tax invoice on sale of goods to GPL. showing TCS component.
- iii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration GPL. and issue of TCS certificate to GPL timely.
- iv. If GPL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then GPL. shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.

Annexure – I (Undertaking for e-invoice)

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE
(E-INVOICE AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

M/s Godavari Gas Private Limited

SUB:

LOA NO:

Dear Sir,

We _____ (Name _____ of _____ the
Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-
Invoice provision as per the GST Law is

- (i) Applicable to us ☐
- (ii) Not Applicable to us ☐

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above). In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by GPL. as no Input Tax Credit

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(ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to GGPL. for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then GGPL. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

13 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

14 BID VALIDITY

- 14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

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

15 EARNEST MONEY DEPOSIT

- 15.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of **Godavari Gas Pvt. Ltd**, payable at the place as defined in **BDS**)] or '**Bank Guarantee**' or '**Letter of Credit**' **as per the format given in Form - 4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 15.2 The 'Bid Security' is required to protect GGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 15.3 GGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an

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International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank and in compliance to instructions given in format F-4/4-A. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'.

- 15.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GGPL as non-responsive.
- 15.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than „thirty [30] days” after finalization of tendering process.
- 15.6 The successful Bidders EMD will be discharged upon the Bidder’s acknowledging the Award’ and signing the, Agreement’ (if applicable) and furnishing the „Contract Performance Security (CPS) / Security Deposit” pursuant to clause no. 38 of ITB.
- 15.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the „Period of Bid Validity”
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept „arithmetical corrections” as per provision of the clause 30 of ITB.
- 15.8 In case EMD is in the form of „Bank Guarantee” or „Letter of Credit”, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 15.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. Further, Startups are also exempted from the payment of EMD.
- 15.10 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque / Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e.

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IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

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

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

15.12 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.

16 PRE-BID MEETING (IF APPLICABLE)

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

16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

16.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

17 FORMAT AND SIGNING OF BID

17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

17.2 The Bid shall contain no alterations, omissions, or additions, unless such

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corrections are initialed by the person or persons signing the Bid.

- 17.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

18 ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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

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E-PAYMENT: Payments may be made through electronic modes via NEFT/RTGS & Cheques etc.

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[A] SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/CONSULTANT/ REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Bidders must ensure submission of bids within the Due Date and Time of Bid Submission. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e- tendering portal, such bid bond/

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physical documents shall be returned immediately.

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.2 IN CASE OF E- TENDERING

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

13.12.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.

13.12.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/withdrawn after the Due Date and Time of Bid Submission.

13.12.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

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

13.12.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedures in bid document.

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

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

[B] BID OPENING AND EVALUATION

24 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

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

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;

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

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

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

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

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

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

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

30 CORRECTION OF ERRORS

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

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

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for comparison purposes

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB). The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/methodology shall be permitted.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LOA will be placed on the bidder who has higher/highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

33 COMPENSATION FOR EXTENDED STAY – Not Applicable

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[C] AWARD OF CONTRACT

35 AWARD

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', GGPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]"/ Fax of Acceptance [FOA]/through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

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36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

36.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause

37 SIGNING OF AGREEMENT

37.1 GGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days of receipt of the same, shall sign and return the acknowledged copy to GGPL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with of General Conditions of the Contract. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should

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be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid till three months beyond the Defect Liability Period (DLP) for the total order value including Post Warranty Maintenance charges.

Further, upon completion of Defect Liability Period (DLP) and for submission of CPBG for the Post Warranty Maintenance Period of three years, contractor has following two options: -

Either opt for reduction of the original CPBG value to 10% of Post warranty maintenance contract value and extend the validity till 3 months beyond Post Warranty Maintenance Period.

Or submit a new CPBG for the value equivalent to 10% of Post Warranty Maintenance Contract value, valid till 3 months beyond Post Warranty Maintenance Period.

In case contractor opts to submit new CPBG for 10% of Post Warranty Maintenance Contract value, the original CPBG submitted for the contract shall be released upon receipt of new CPBG.

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

38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GGPL's Bank Account are mentioned in BDS.

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

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date of Fax of Acceptance.”

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order/ contract.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-9.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

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

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

39.2 The Fraud Prevention Policy document is available on available on GAIL’s website.

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GGPLs “Procedure for action in case

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Corrupt/Fraudulent/Collusive/Coercive Practices” (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification

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of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST Entrepreneurs.

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

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

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

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

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

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

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

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

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

- 40.4 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy is not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION

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Shall be as stipulated Annexure II to ITB herewith.

(i) Clause no. 3.0 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. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Clause no. 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 valuated 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 nonperformance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

(iii) Clause no. 5.1 v) and 5.3 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:

- (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. 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 such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

(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 second para of Clause no. 2.17.3 of GCC-Services)**

(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 subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /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.**

(C) **Where Performance rating is “FAIR”:**
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/

43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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 fulfillment of above requirement

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

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

45 DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

GGPL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise

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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 2010.

- 45.1 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.2 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.3 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.4 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.5 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GGPL Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.6 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.7 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole

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Arbitrator.

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

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed / nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Andhra Pradesh, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Andhra Pradesh.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-

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Charge/owner/GGPL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Andhra Pradesh.

3. **GOVERNING LAW AND JURISDICTION:**

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

46 **DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

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

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

49 **QUARTERLY CLOSURE OF THE CONTRACT /FOR APPLICABILITY OF THIS CLAUSE REFER BDS/-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution. Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS]

NOT APPLICABLE

Note:

Since certificate of DIPP towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

Further, above document should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.”

- 50.1 As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.
- 50.2 Further, the Startups are also exempted from submission of EMDs.
- 50.3 For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 50.4 The relaxation of prior experience and prior turnover to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for.
- 50.5 Since certificate of DPIIT towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DPIIT.
- 50.6 Further, above document should also be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 50.7 If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire

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tendered quantity/group/item/part wise as stated in tender.

- 50.8 If a Startup emerge lowest bidder, the LOA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDED FROM TIME TO TIME

- a. Prior turnover and prior experience as mentioned above in Financial and Technical Criteria of BEC shall not be required for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in Tender Document. The relaxation of prior experience and prior turnover to Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for.
- b. For availing the relaxation, bidder is required to submit Certificate of Recognition stipulating domain issued by Department of Promotion of Industry and Internal Trade (DPIIT) towards start up registration and the domain mentioned on certificate of recognition shall be considered. If Certificate of Recognition issued by DPIIT does not stipulate the domain then application submitted to DIPP stipulating the domain shall be submitted along with certificate of recognition.
- c. In case of Startup where the financial statement of Startup(s) is not available and Net worth could not be established with other documents like Memorandum of Association, etc., the certificate issued by Chartered Accountant/ Certified Public Accountant (CPA) may be considered. Further, line of credit can be submitted in case of inadequate/ negative Working Capital as mentioned under Note (i) of Financial Criteria.
- d. However, Start-ups having the “Certificate of Recognition” towards Start- up Enterprise registration issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce shall submit the application submitted to DIPP stipulating the domain along with certificate of recognition.

Note:

Only Domain mentioned in Certificate of Recognition issued by DPIIT and Domain mentioned under Industry, Sector fields in the application submitted to DPIIT/DIPP shall be considered for evaluation of Startups.

Above mentioned documents at C (2) & (4) should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's Company/Firm) and Notary Public with legible stamp.

Note to “BEC” (For Strict Compliance):

- i. Bidders must furnish all relevant certificates / documents / information in support of their credentials to the above “Bid Evaluation Criteria” along with the bid, failing which the bid shall be summarily rejected.
- ii. Bidders not meeting any of the above-mentioned “Bid Evaluation Criteria” shall be rejected without assigning any reason.
- iii. In case there is a tie at the lowest bid (L-1) position between only Startup bidders and none of them has past turnover, the order will be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy.
- iv. All documents in support of BEC should be scanned and uploaded in the E-tender portal.

51 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor’s invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the Supplier/Contractor under this contract or under any other contract.

52 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

===== X =====

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

The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:

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 consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- 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 “Director” concerned.
- 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.

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

A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, 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 GGPL 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 GGPL 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 are 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 cum Performance Bank Guarantee (CPBG)/ Contract Performance Security(CPS) 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:

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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 GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) 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 GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

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

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

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 tender's/future tenders.

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

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

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

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

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

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that

- (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.

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

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.

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D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of „Integrity pact“ , GCC and „Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice“, the provisions of „Procedure for action in case ofCorrupt/Fraudulent/ Collusive/Coercive Practice“ shall prevail.

Annexure-II

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GGPL 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.

2.0 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. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. 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:

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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 GGPL.

- 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.

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

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- 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”:**

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

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- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Nonperformance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 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.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

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”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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. 7 Lakhs.
- ii) One-time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valuated items.

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

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nonperformance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

- 6.1** If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tender's/future tenders.

- 6.2** 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.

- 6.3.** Effect on other ongoing tendering:

- 6.3.1** After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

- 6.3.2** 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.

- 6.3.3** 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.

- 7.0** 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.

8.0 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 GAIL 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.

9. 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 consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re- tendering, GGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 11.** In case GST department brings to the notice of GGPL that a Party has not paid to the credit of the Government the GST collected from GGPL, then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

GGPL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under:

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

Signature of
 Authorised
 Signatory:

Name:
 Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40

Marks

Delivery Period/

Delay in Weeks

Marks Completion Schedule

a) Upto 3 months	Before CDD	40	
Delay upto 4 weeks			35
" 8 weeks		30	
" 10 weeks		25	
" 12 weeks		20	
" 16 weeks		15	
More than 16 weeks			0
b) Above 3 months	Before CDD		40
Delay upto 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

For Normal Cases: No Defects/ No Deviation/ No failure:

0 marks

4

i) Rejection/Defects Marks to be allocated on 10 marks

Pro-rata basis for acceptable Quantity as compared to total Quantity for normal cases

ii) When quality Failure of severe nature 0 marks failure endanger -

Moderate nature 5 marks

system integration - low severe nature 10-25

marks and safety of the

system

iii) Number of 1. No deviation 5 marks

deviations 2. No. of deviations ≤ 2 2

marks

3. No. of deviations > 2 0

marks

1.3 RELIABILITY PERFORMANCE
Marks
20

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-2

GGPL
PERFORMANCE RATING DATA SHEET (FOR O&M)

- i) Location :
- 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) Contract delivery/ Completion Schedule :
- vii) Actual delivery/ : Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then „0“ marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under:

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

Signature of
 Authorised
 Signatory:

Name: Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/	Delay in Weeks	Marks	Completion Schedule
a) Upto 3 months	Before CDD	40	
Delay upto 4 weeks			35
" 8 weeks		30	
" 10 weeks		25	
" 12 weeks		20	
" 16 weeks		15	
More than 16 weeks			0
b) Above 3 months	Before CDD	40	
Delay upto 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

For Normal Cases: No Defects/ No Deviation/ No failure:

0 marks

4

i) Rejection/Defects Marks to be allocated on 10 marks
prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality Failure of severe nature 0 marks failure endanger
- Moderate nature 5 marks

system integration - low severe nature 10-25

marks and safety of the
system

iii) Number of 1. No deviation 5 marks

deviations 2. No. of deviations ≤ 2 2

marks

3. No. of deviations > 2 0

marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : _ GGPL/C&P/CNG/SR 1001035/2026-27/07
1.1	The Employer/Owner is: Godavari Gas Private Limited
2.1	The name of the Works/Services to be performed is: HIRING OF AGENCY FOR PROVIDING O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS
3	BIDS FROM CONSORTIUM/JOINT VENTURE: NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender EMD (if applicable) shall be in favour of Godavari Gas Private Limited payable at Rajamahendravaram , Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: M. Satya Rakesh, Asst. Manager (CGD) Street Address: Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowleswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India Email: satyarakesh.m@apgdc.in ; contracts@apgdc.in
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Indemnity Bond Integrity Pact Power of attorney

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12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL
12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently NO
14	The currency of the Bid shall be INR
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.
16.1	In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GGPL's Bank account are as under: Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002657 Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in GGPL's Bank Account.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The E-Tender No. of this bidding process is: GGPL/C&P/CNG/SR 1001035/2026-27/07
26	The bid opening shall take place at: GODAVARI GAS PRIVATE LIMITED Attention: M. Satya Rakesh, Asst. Manager (CGD) Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowleswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India Email: satyarakesh.m@apgdc.in; contracts@apgdc.in Date & Time: As mentioned above.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology: Applicable
33	Compensation for Extended Stay: NOT APPLICABLE

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F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit: 10% of Annualized Order / Contract value within 30 days of FOA/LOA (or) Initial security deposit (ISD) @ 2.5% of Annualized order/Contract value to be submitted within 30 days of FOA/Notification of award and deduction @7.5% of the RA bill subsequently from RA bill till the amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order/ Contract value
40	Whether tendered item is non-splitable or not-divisible: YES
41	Provision of AHR Item: NOT APPLICABLE
Clause no. 27.3 of GCC	Bonus for Early Completion: NOT APPLICABLE
40	Applicability of provisions relating to Public Procurement policy for Micro and Small: APPLICABLE
50	Applicability of provisions relating to Startups: NOT APPLICABLE

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SECTION: IV

FORMS & FORMAT

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
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
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

TENDER NO:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

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:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(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.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service Tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

F-2

BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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
Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS 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.

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Tender Fee*
8. Integrity Pact*
9. Power of Attorney*
10. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

FORMAT F-4
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 Godavari Gas Private Limited
Rs. No.: 386/2, Beside District Collectorate,
Near ITI College, Dowleswaram,
Rajamahendravaram – 533125
East Godavari Dist., Andhra Pradesh

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 _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Godavari Gas Private Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
Attorney as per

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

Power of Attorney No. _____

Date: _____

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

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

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

F-4A

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

To,

M/s Godavari Gas Private Limited
Rs. No.: 386/2, Beside District Collectorate,
Near ITI College, Dowleswaram,
Rajamahendravaram – 533125
East Godavari Dist., Andhra Pradesh

SUB:

TENDER NO:

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by **Godavari Gas Private Limited**, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to **Godavari Gas Private Limited** during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

Document)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

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 Godavari Gas Private Limited
Rajamahendravaram

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 authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

F-7

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP**

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GGPL/GAIL 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 GAIL 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 GGPL 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 GGPL by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-8

CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

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:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

F-9

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

Dear Sir(s),

M/s. _____ having registered office
at _____ (herein after called the "contractor/supplier" which
expression shall wherever the context so require include its successors and assignees) have
been placed/ awarded the job/work of
_____ vide PO/LOA /FOA No.
_____ dated _____ for Godavari Gas Private Limited
having registered office at(herein after called the
"GGPL" which expression shall wherever the context so require include its successors and
assignees).

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

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

1. We _____ hereby undertake to give the
irrevocable & unconditional guarantee to you that if default shall be made by M/s.
_____ in performing any of the terms and
conditions of the tender/order/contract or in payment of any money payable to
Godavari Gas Private Limited we shall on first demand pay without demur,
contest, protest and/ or without any recourse to the contractor to GGPL in such
manner as GGPL may direct the said amount of Rupees
_____ only or such portion thereof not exceeding the said
sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this
guarantee, postpone for any time or from time to time the exercise of any of the
powers and rights conferred on you under the order/contract with the said
M/s. _____ and to enforce or to forbear from

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. 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. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Andhra Pradesh.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper 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 Rajahmundry.
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 alongwith documentary evidence.

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F-10
AGREED TERMS & CONDITIONS

 To
 M/s Godavari Gas Private Limited
 Rajahmahendravaram

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	Rate of applicable GST	CGST:.....% SGST:.....% IGST:.....% Total :%
4.1	Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax	Yes/ No In case of Yes, please specify GST) payable by: GGPL:.....% Bidder:.....%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security 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.	
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 in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections).	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	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.	
16.	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/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-11

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 GGPL issued the tender, by filling up the Format)

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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 of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

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F-12

UNDERTAKING ON LETTER HEAD

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full 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 (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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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:

Tender No.: **GGPL/C&P/CNG/SR 1001035/2026-27/07**

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
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 qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

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7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
-----	---	--	--

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/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

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 GGPL'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/ CERTIFIED
PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE
BIDDER**

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year FY
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

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

****Refer Instructions***

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

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only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets Less Current liabilities” and
 - (iii) **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.
5. **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.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

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**~~(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE
ALLOWED)~~**

**~~FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)~~**

CONSORTIUM/JV AGREEMENT

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BIDDER'S QUERIES FOR PRE BID MEETING

To,
 M/s Godavari Gas Private Limited
 Rajahmahenravaram

Sub :
 Tender No :

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

NOTE: The Pre-Bid Queries may be sent by fax and 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 vendor's 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 M/s Godavari Gas Private Limited 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 M/s Godavari Gas Private Limited 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
bank)

(Signature of authorized officer of

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INTEGRITY PACT

Godavari Gas as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (Godavari Gas) 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 copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GGPL’s confidential information to any third party unless specifically authorized by GGPL 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 GGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against GGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL 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, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are

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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.

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by GGPL, in terms of Integrity Pact(IP) which forms part of GGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram, Rajahmundry – 533125.

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as “Principal”).

AND

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

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

PREAMBLE

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

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

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

Section 1 – Commitments of the Principal

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

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information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

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transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

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

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can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

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

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

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

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sign this Pact or violate any of its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present

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its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

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

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

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Section 10 – Miscellaneous provisions

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

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

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INDEMNITY BOND

WHERE AS Godavari Gas Private Limited. (hereinafter referred to as “**GGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram, Rajahmundry – 533125, East Godavari Dist., Andhra Pradesh has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

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

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Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY:

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

SECTION – V

GENERAL CONDITIONS OF CONTRACT

**ATTACHED
SEPARATELY ALONG WITH
THIS TENDER AT
ANNEXURE - A**

THE BIDDER HEREBY CONFIRM ACCEPTANCE TO ALL THE TERMS AND CONDITIONS OF GCC

SECTION VI

SCOPE OF WORK

&

SPECIAL CONDITION OF CONTRACT (SCC)

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES:

1.1 The scope of Agency's Services shall be to provide different categories of manpower **on contract basis** as and when requested by GGPL, to assist GGPL in its Project / Office activities in its Project sites / Office at Rajahmundry or at any other location as required by GGPL.

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

1.3 Agency understands that GGPL is not bound or committed to utilize any specific number of the agency's personnel during the contract period, the requirements being purely on as and when required basis.

1.4 The tentative requirement of manpower mentioned in Annexure-A under different categories is indicative only and the actual manpower to be deployed may vary from time to time.

2.0 DURATION OF CONTRACT

2.1 The Agency shall be hired for a period of Twelve months with effect from the date of issue of FOA or from the date specified in FOA/LOA, after which the term of services can be further extended up to Six Months, on the same rate, terms & conditions.

3.0 PERFORMANCE OF SERVICES:

3.1 Agency warrants that the personnel offered by it under the Contract will be qualified, skilled, experienced and capable of doing work Services mentioned in the contract and as per GGPL's requirement.

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

3.3 In case the Agency is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor may select candidates from across the country (through newspaper advertisement) on the Agencies payroll.

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

35 In order to meet the job requirement, the persons deployed by the Agency may be required to proceed to any location as part of the contract obligation.

36 Agency shall forward to GGPL a copy of the appointment letter issued to its personnel for deploying them in GGPL on contract basis.

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

38 If required, the Agency shall engage one Agency Supervisor / Coordinator at each project site (at their own cost) for smooth execution of the jobs on day to day basis. Details of such coordinators like name, address, phone number etc. shall be provided to EIC before starting of the contract and he shall report daily to EIC or his authorized representative during the period of engagement for review of the jobs. Not providing Supervisors / Coordinators, when required, will attract a penalty of Rs. 500/- per day per site.

4.0 HOLIDAYS AND WORKING HOURS:

The Agency shall deploy the required personnel to provide the requisitioned Services on monthly basis, unless requisitioned for a shorter duration. These personnel shall be entitled to one weekly off; to be scheduled by the Agency in consultation with GGPL. Further, off shall also be allowed on National Holidays / Gazetted Holidays applicable in GGPL. They shall observe 8 hours of working per day, to be scheduled by the Agency in consultation with GGPL. Generally, the working hours would be in accordance with those applicable to employees of GGPL. If required, the deployed personnel, sometimes, may have to work on holidays and / or for extended hours on working day on account of work exigencies. No extra compensation will be paid for such occasional additional work to personnel posted at GGPL Office(s). However, in case of deployment at Project Sites, additional work on Holidays / off days will be compensated in commensurate with their monthly remunerations. For this purpose, month will be considered as 26 days and day will be considered as 8 Hours.

5.0 PAYMENT FOR LEAVE PERIOD

For each contract personnel GGPL shall admit payment of absence @ 1.25 days per calendar month on account of leave sanctioned by the Agency i.e. on cumulative basis, a maximum of 15 days over a period of 12 months, at the end of which such cycle for payment of leave period shall start afresh).

- i) One-day leave can be taken in two half day leaves.
- ii) Leave cannot be accumulated for more than a year.
- iii) The leave will be granted by the Agency after obtaining the consent of EIC. Unauthorized absence shall be taken very seriously.
- iv) Leaves cannot be encashed and are to be availed before the end of calendar year.

GGPL shall not be liable to make payment in respect of absence of any such deployed person for any reason whatsoever, save and except as provided in clauses 4&5 as above.

6.0 FIXED EMOLUMENTS:

6.1 Agency shall pay fixed monthly emoluments to its manpower to be deployed on contract basis in GGPL at the rate given below. Agency shall include expenses towards fixed monthly emoluments in fixed emoluments in their monthly invoices. Monthly total wage, indicated below is inclusive of monthly Fixed emoluments, Provident Fund 13% and ESI @ 3.25%. No direct payment, whatsoever, shall be made to Agency's personnel by GGPL.

Manpower Category	Monthly Remuneration including PF & ESI	No. of Personnel
Senior Engineer	Rs. 39,473	4
Station Manager	Rs. 29,000	4
Sr. Technician	Rs. 29,000	2
Cashier	Rs. 25,623	1
Sr Filler Boy	Rs. 21,652	4
Filler Boy (CNG/MS/HSD)	Rs. 18,732	17
HSE Technician	Rs. 25,623	1
Electrical Technician	Rs. 25,623	1
LCV Loading Helper	Rs. 18,732	7
Sweeper	Rs. 18,732	4
Security	Rs. 18,732	13

- 6.0 Increment in monthly fixed emoluments:** The monthly fixed emoluments indicated at 6.1 will be revised in line with wage revision by Government time to time and in such case wage revision will be conveyed to Contractor through an amendment order. The revision of remuneration for Senior Engineer shall be considered as per the formulated value.

Increment for Senior Engineer = 1.5 x Y

Y – Revised wage of highly skilled as per the latest Amendment from Ministry of labour and empowerment, Govt. of India.

7.0 ACCOMMODATION & CONVEYANCE:

No extra expenses towards Accommodation and Conveyance will be borne by GGPL.

8.0 RELOCATION EXPENSE

Generally, relocations shall not be carried out upon deployment of Agency personnel in a particular location. The Agency shall pay a lump-sum relocation expense of Rs. 5,000/- (five thousand only) to its hired personnel, in case he / she is relocated to other locations as required by GGPL, and claim reimbursement of the amount from GGPL. The above relocation expense is inclusive of Travel expenditure, daily allowance for the travel period and any other incidental expenditure for joining at new location.

9.0 INITIAL MOBILIZATION / DEMOBILIZATION EXPENSES:

Agency shall be responsible for meeting all the expenses for mobilization and demobilization of its personnel including rail fare up to the office/project site at the time of joining duty and back on completion of assignment.

10.0 PROTECTIVE CLOTHING AND SAFETY ITEMS:

The Agency shall provide Clothing at its own cost as below every year to its personnel deployed in GGPL within overall monetary ceiling of Rs. 4,000/- per person per year. A special Clothing (2 Pairs of HPCL Uniform) shall be provided to each CNG/MS/HSD Filler boys working in Amalapuram Multi-Fuel.

S. No.	Item	Pairs/ No(s).	Frequency
1	Cotton Shirt and Trousers	2 Pairs	Every Year
2	Cotton socks	2 Pairs	Every Year
3	Formal Shoe	1 Pair	Every Year
4	Rain Coat	1 Pair	Once in a years

The color-combination of the Clothing will be decided by the EIC and the Clothing shall be provided within 30 days of deployment of manpower.

However, if such manpower is found not wearing the Clothing provided, the said person shall be marked absent for that particular day by the Agency. A penalty shall be imposed on the Agency for non-supply of Clothing to the personnel @ Rs.100/- per day per contract personnel.

11.0 SECRECY

The personnel deployed to work at any of the offices/ sites of GGPL shall discharge their duty and responsibility with due sincerity & care and shall observe complete confidentiality in respect of all information, data, technical information/ knowledge pertaining to and / or owned by GGPL and / or any party associated GGPL in respect of the job in any capacity or relationship, and shall not disclose any such information, drawing, design, report, etc., in part or in full, to anybody without explicit authorization and / or instruction of Competent Authority / respective Controlling Officer of GGPL. The Agency shall furnish an undertaking to this effect signed by each such deployed person, countersigned by the authorized representative of the Agency.

12.0 COMPLIANCE BY THE AGENCY & AGENCY PERSONNEL:

12.1 All drawings, documents, data, specifications, standards, manuals etc. issued or made available to Agency's personnel shall be used only for the performance of SERVICES as explained to the Agency's personnel and shall be returned by Agency's personnel to GGPL without retaining any copies thereof.

12.2 Agency's personnel shall follow the applicable safety / security rules of GGPL and be responsible for the security and protection of any of GGPL's materials and equipment being used by Agency or its personnel in the performance of the SERVICES and shall take all reasonable precautions to protect such materials and equipment from loss or damage. AGENCY shall be held accountable for all such materials and equipment not consumed or used in providing the SERVICES.

12.3 Agency and its employees shall comply with GGPL's health, safety & security rules and regulations including any subsequent changes or instructions whenever applicable as may be issued from time to time concerning health, safety & security.

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

arranging such facilities.

12.5 All medical treatment or hospitalization of Agency's personnel including medical examinations, vaccinations and inoculations shall be provided by Agency at its own cost and expense. However, in case of emergencies and depending upon the doctor's available, to the Agency's personnel at the cost of the Agency. The Agency is required certification of the nature of illness, GGPL may facilitate medical assistance, if to take, at its own cost, Medical Insurance of minimum Rs.2,50,000/- for each of their personnel deployed in GGPL. Agency shall submit copy of the documentary evidence to this effect (along with list of personnel) at the time of raising 1st invoice and whenever required by GGPL. This provision shall be applicable for personnel not covered under Employee State Insurance Act, 1948.

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

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

12.8 If it is desired to discontinue the SERVICES of any of personnel deployed by the Agency in GGPL, it will be so by giving two-week advance notice on either side or by mutual consent. However, if discontinuance of any of Agency personnel is considered necessary for reasons of unsatisfactory performance / misconduct / disciplinary grounds, no notice shall be required. GGPL may require replacement of such person by a competent person at the cost of the Agency. No payment for travel for going back, etc. shall be payable.

12.9 Agency shall keep full and detailed accounts and records of costs and charges relating to the Contract. GGPL shall have the right to examine during business hours at all places where SERVICES are performed or relevant information is maintained, any document, accounts, records, reports etc., which pertain to SERVICES in order to satisfy itself that (a) the charges made by Agency are properly computed in accordance with the provisions of Contract and (b) Agency has complied with all agreed procedures.

13.0 PAYMENT TOWARDS SERVICES

13.1 In consideration of the SERVICES provided by Agency pursuant to the Contract,

GGPL shall pay to Agency such remuneration as is specified or computed in accordance with the provisions of Schedule of Rates.

13.2 The number of hours put in by Agency personnel shall be booked in GGPL prescribed Time Sheets as instructed by GGPL officers supervising the work who will approve the Time Sheets.

Agency shall submit monthly invoice along with supporting documents including GGPL

Proof of Payment made to the Agency's personnel. Payment shall be made by GGPL approved time sheets, PF / ESI Challan (if applicable), GST payment Challan (if any), within thirty (30) days after receipt of invoice with complete documents.

Payment for part of the month will be calculated on pro-rata basis depending upon the actual days-worked in particular calendar month.

13.3 All payments to Agency under the Contract will be made by direct transfer to a bank nominated by Agency and acceptable to GGPL. Agency shall give the name of the bank and account number for the purpose of making payments by GGPL.

13.4 The GST, as applicable, shall be reimbursed as per actual.

14.0 AGENCY'S REPRESENTATIVES, RECORDS AND REPORTS

14.1 Once the Contract comes into force, Agency shall designate a competent authorized representative acceptable to GGPL to represent and act for and on behalf of Agency in all matters concerning performance of SERVICES and shall inform GGPL in directions, instructions and other communications given to Agency's authorized writing of the name and address of such representative. All notices, determinations, representative by GGPL shall be deemed to be given to Agency. Agency may change its authorized representative by so intimating GGPL in writing.

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

15.0 LIABILITY, INDEMNITY AND INSURANCE

15.1 Agency and its personnel shall exercise all reasonable skill, care and diligence in the discharge of their obligations under this Contract. Agency shall in any case of negligence or default on part of its personnel, be responsible for satisfactory performance or re-performance, as the case may be, of such SERVICES as are found to be defective, at no cost to GGPL and without delay, whatever performance or re-performance of the SERVICE is required by GGPL which is a result of error / default / negligence of its employees. Such liability / obligation shall remain in force for 6 months from the receipt of completion certificate from GGPL.

15.2 Agency shall indemnify GGPL, its employees and agents and hold them harmless from and against all claims, actions or proceedings brought or instituted

against any of them by Agency's personnel or agents or any other party arising out or relating to the performance of the SERVICES by the Agency, for injury or death to its personnel and damage or loss to its property.

15.3 Agency shall indemnify GGPL and hold it harmless from and against any liability for any accident, death or injury to Agency's employees or Agents and against any loss or damage to any property belonging to Agency, its employees or agents caused by GGPL, its employees or agents arising out of or in connection with the performance of the SERVICES and such indemnity and holding harmless shall extend to all costs, claims, demands and damages connected with such liability, loss or damage as aforesaid.

15.4 During the performance of SERVICES hereunder, Agency shall take out, carry and comply with the applicable laws, regulations, standards and safety rules prevailing at the place of deployment, some of them as listed below: -

- Ensuring that appropriate insurance, as required by law exists for workman's compensation, employer's liability, public liability, motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of Agency for statutory benefits as set out and required by local law in the area of operation or area in which Agency may become legally obliged to pay benefits for bodily injury or death. The Agency is required to take up Personal Accident Insurance (GPAI) for each of their personnel deployed in GGPL. Agency shall submit copy of the documentary evidence to this effective (along with list of personnel) at the time of raising 1st invoice and whenever required by GGPL.
- GGPL shall have no responsibility whatsoever for any loss of or damage to any property or personnel effects belonging to Agency's employees or agents. Without limitation to Agency's obligations and responsibilities for the period of contract, Agency shall cause its insurers to waive rights of subrogation against GGPL and / or GGPL's Clients.

15.5 Agency shall submit the copies of insurance policies and make available to GGPL for examination the original policies issued in compliance with this requirement.

15.6 All deduction or liabilities in excess of the indemnities provided under the insurances arranged by Agency as required hereinabove shall be to the account of and be paid by Agency.

16.0 SPECIFIC JOB DESCRIPTION: Manpower engaged for Support Services shall be qualified & experienced as mentioned at Annexure-A. Broad Scope of Work of different Categories of Support Staff required is as below:

(a) Station Supervisor:

- Taking the telephonic sales readings of all CNG stations and logging them in the sales register on daily basis.

- Collecting NG intake data from M/s GAIL, concerned data/information from CNG stations etc. as and when required as per EIC.
- To maintain NG purchase, CNG production, CNG dispatches and CNG sales records etc. as per standard formats of GGPL.
- Follow-up with LCV Supervisors/drivers for updating the LCV status etc., checking and updating the LCV log books for every trip, noting and entering the dispatch quantities of various CNG unloading bays in the dispatch register etc.
- Preparing excise gate pass for every mobile cascade (LCV) dispatch.
- Calculating CNG closing stocks for all CNG stations and mobile cascades on daily basis. Assisting for reconciliation of CNG of all CNG stations on daily basis.
- Collect and provide data as deemed necessary by GGPL to analyze operational performance.
- Collection of Cash, checking and counting cash receipts from the concerned for any irregularities/shortages etc. and depositing cash with company's bank account/authorized agent for Cash pickup.
- Assisting for preparation of accounting reports etc. as per GGPL O&M practices.
- To prepare and maintain all registers/logbooks such as excise invoices/ bills for retail/commercial sales; assisting in preparation of DPR, RG1, fortnight invoices & reports and monthly invoices & reports etc.
- Coordinating with the concerned for switching/changing over to relevant compressors depending on CNG demand and to control CNG flow within limits in mobile cascades.
- Overseeing housekeeping and cleanliness of the stations.
- Assisting GGPL in conducting training programs for upgrading operational practices, participate safety trainings.
- Checking of inward consignments, issue of material and preservation of material in warehouse etc. as per advice of EIC.

- Assisting for coordination with other support services as and when required for smooth O&M.
- Collection of cash and depositing in the GGPL bank account.
- Any other works which are not mentioned under scope has to be carried out as per directions of EIC. The personnel provided for support services must strictly adhere with and follow the latest SOP's (Safe Operating Procedures) provided/displayed by GGPL.

(b) Filler Boys:

- Providing services for filling CNG to vehicles/ cascades; cash collection and handing over to the concerned.
- Logging / reporting of opening and closing readings of dispensers at regular intervals/end of every shift. Depositing cash with the concerned in office at regular intervals/end of every shift.
- Carrying out operation of Compressors, Dispensers, LCV loading/unloading as per safety procedures. Attend the cascade maintenance and SS tubing works, gas leak problems etc. Assisting in maintenance of Compressors/Dispensers/Other equipments in the required location etc.
- Hourly monitoring & logging of line pressure, temperature and other parameters. Coordinating with compressor operators for switching/changing over to relevant compressors depending on CNG demand and controlling CNG flow to be within limits in mobile cascades by operating no. of CNG loading/unloading bays.
- Monitoring UPS battery percentage in case of power failure. Start-up of DG set during requirements in Shifts.
- Any other works which are not mentioned under scope has to be carried out as per directions of EIC. The personnel provided for support services must strictly adhere with and follow the latest SOP's (Safe Operating Procedures) provided/displayed by GGPL.

(c) Fire & Safety Technician:

- Ensuring that the Operations & Maintenance activities within the CNG Station(s) are being taken up with utmost safety.

- Emergency response in case of requirement including operation of fire & safety appliances installed in the Station.
- Fire & Safety coaching the O&M Personnel.
- Ensuring that the fire & safety appliances are calibrated and are in working condition.

(d) Electrical Technician:

- Providing support services for maintenance of electrical sub-station, panels and feeders including the maintenance works on double pole structures.
- Upkeep and maintenance of indoor / outdoor lighting system.
- Monitoring of earthing system and its maintenance.
- Monitoring of power availability / quality.
- Liaising with lineman of APEPDCL for proper supply, restoration of power and assisting in overall electrical operation and maintenance of the station.
- Monitor and logging all essential parameters of the electrical equipment and report/record if any discrepancy in operational parameters.
- Responsible for updating logbooks/records/ registers for electrical readings, data capturing, maintenance activities, DG set records etc.
- Maintenance of DG set, UPS and batteries installed at CGS Cum Mother Station and all CNG stations. Maintaining records and Reconciliation of diesel used for DG sets on daily basis.
- Ensuring unit power factor at CGS Cum Mother Station by replacing capacitors as and when required.
- Maintenance of Star / Delta and R-DOL starters available in CNG Station
- Laying, glanding, jointing and termination of power cables and wiring of Industrial/Domestic wiring.
- Any other works which are not mentioned under scope has to be carried out as per directions of EIC. The personnel provided for support services

must strictly adhere with and follow the latest SOP's (Safe Operating Procedures) Provided/displayed by GGPL.

(e) Senior Technician:

- Dismantling & Reinstallation of Mass Flow Meters installed at CGS Cum Mother Station / Online Stations / DBS etc. involving proper isolation of valves & complete venting, removal of Meter Prover & disconnection, opening of the stud / nuts & proper alignment with tubing of Mass Flow Meter, checking for any NG leak from end fitting connections by leak test using soap solution etc. (all works shall be carried out under the supervision of EIC).
- Servicing, checking and rectification of Pressure Transmitters, Temperature Transmitters (Thermo stats, Thermo couples) all other instrumentation in the Dispensers and compressor Packages.
- Servicing and checking of Pressure Transmitters and Temperature Transmitters and Safety Valves and any other type of Instrumentation (Flame detectors, Gas detectors, etc.,) in the Dispensers and Compressor Packages. Finding the faults and rectification of the instrumentation, regular checking of the instrumentation and having knowledge of Calibration of the equipment like P.T's Thermo stats and thermos couples, Safety Valves etc,
- Having Knowledge of usage of Electrical, Mechanical measuring meters, instruments and its repair.
- Providing services to usage of all the Electrical/Mechanical measuring instruments, maintenance of the electrical/mechanical instruments and having good knowledge in calibration of the above specified instruments.
- Observing flow meters and panels at CGS Cum Mother Station and informing EIC in case of abnormality. Recording of various parameters like Pressure, Temp, Flow Rate etc. and any malfunctioning report of the valves, instruments / equipments to be given in GGPL control room whenever occurs.
- Removal and reinstallation of Mass Flow sensor / transmitter and its re-wiring and complete loop checking etc.
- Electrical isolation of RFT, replacement, re-glanding and rewiring.
- Removal and reinstallation of Mass Flow Meter sensor and complete loop checking

upto control panel.

- Upkeep and maintenance of Pressure Gauge (PG), Temperature Gauge (TG), Pressure Transmitter (PT), Temperature Transmitter (TT), Diff. Pressure Transmitter (DPT), Level Gauge/transmitter (LT), Pressure Switch, and its complete loop checking.
- Checking and maintenance of Hydraulic/ Pneumatic Unit and its instruments for proper functioning at Actuated Valves.
- Any other works which are not mentioned under scope has to be carried out as per directions of EIC. The personnel provided for support services must strictly adhere with and follow the latest SOP's (Safe Operating Procedures) provided/displayed by GGPL.

(f) Mechanical Technician:

- Rectification / arrest the CNG leaks.
- Maintenance of mobile/storage cascade for changing of brass / SS fittings like cylinder valves, burst disc, bull nose, ball valves, manifold repairs etc., SS tubing/bending works as per requirement.
- Care taking of CNG facilities in the stations by attending the operational problems at CGS Cum Mother Station, DBS and RO's at various locations.
- Assisting in maintenance (schedule/preventive/breakdown) of compressors and dispensers. Performing leak checks of mobile cascades, station piping etc. as per requirement of GGPL.
- Taking ppm concentration at required locations and noting in the registers.
- Providing services for updating the Registers of inventory/stores and reconciliation of the same on monthly basis.
- Up keep & Maintenance of all Equipments and piping at CGS Cum Mother Station/ Online Stations/ DBS etc.
- Up keeping of all process piping's, Equipments, Valves, providing assistance for Vibration Monitoring of Motor / Engines Exhaust pipes of Gas Engines, DG Engines and all other equipment including cleaning with soap water, soft cloth etc (consumables in GGPL's scope) as required at GGPL's CGS Cum Mother Stations and GGPL's CNG Stations at Oil Marketing

Companies RO's in East and West Godavari districts.

- Providing services for maintenance/complete overhauling/servicing of Chain Pulley Block (up to 5 Ton Capacity), greasing of bearings. Check the hoist brakes & do required adjustment. Check chain for any damage & lubricate properly (Spares will be in the scope of GGPL).
- Removing, dismantling, servicing, assembling and installation of Process / FW Valves (Ball, Globe, Gate & plug) of different sizes (1/2" to 12") at CGS Cum Mother Station/ Online Stations/ DBS/ Valve stations/ DRS/ MRS etc.
- For Process Valve - Check for passing / not passing by draining NG through drain plug, both in open & closed condition. Check for smooth operation of valves & greasing the stem & sealant injection if required. Check the Hand wheel lock pin, if required, replace it. Cleaning & greasing of all studs & nuts. Check all the bolts & nuts for tightness. Check for any NG leak from end flange connections by leak test using soap solution. Dismounting & Mounting of valves for maintenance work, if required.
- For FW Network Valve - Check for passing / not passing of valve, removal of valve from line if required, dismantling, servicing, de-scaling, lapping of seat, fresh gland packing, and any other rectification if required, assembling & put in service line. Any spares required shall be in GGPL's Scope. All the work shall be carried out under the supervision of EIC.
- Providing services for removing, dismantling, cleaning, assembling and installation of Process / FW network, Flange & Gasket of sizes at CGS Cum Mother Station/ Online Stations/ DBS etc. for the sizes (2" to 12")
- Complete isolation of the System and replacement of Gaskets and leak checking with Soap solution.
- Servicing, greasing, oiling, Sealant Injection etc of all types of valves of various sizes at CGS Cum Mother Station/ Online Stations/ DBS.
- Dismantling, servicing & reinstallation, Maintenance of Metering Skids etc.
- Dismantling, servicing, maintenance & re-installation of RPD meter, PRV (Pressure regulating valve), SSV (Slam Shut-off valve), CRV (Creep Relief valve), filters cleaning/changing etc.
- Any other works which are not mentioned under scope has to be carried out as per directions of EIC. The personnel provided for support services must strictly adhere with and follow the latest SOP's (Safe Operating Procedures)

provided/displayed by GGPL.

(g) Security / Watchman:

- Round the clock vigil / security of the plant, facilities, products, stores, equipment etc. within the Station premises.
- Maintaining visitor register and staff register to check in coming/outgoing vehicles/equipments/material etc.
- Opening and closing of compound gates.
- Prohibiting entry of unauthorized personnel/vehicles inside the premises.
- Frisking and searching employees while going out of the premises.
- Regularly patrolling strategically important areas and to act expeditiously during and emergency situation.
- In the event of theft of Company's properties, the Contractor will submit report based on their investigation. If it is emerging that the guards of this Contractor are prima facie involved in such theft, then the Contractor will remove those guards from GGPL duty and actively assist the Company to report such incidents to the Police on advice from the Company and do the necessary follow-up on the same. If required on GGPL advice, the Contractor shall file FIR with police and carryout necessary follow-up.

(h) LCV Loading Helper / Sweeper:

- Providing messenger service, hospitality service as and when required.
- Assisting in CNG filling to mobile cascades and any maintenance activities at CNG station.
- Providing assistance to Filler boy in CNG filling to vehicles.
- Providing sweeping/cleaning services, as and when required.
- Assisting in any technical or non-technical works.
- Maintaining the cleanliness in the CNG stations at any point of time.

(i) Cashier:

- Collecting cash from filler boys and deposit in the bank on daily basis.
- Maintaining proper record of sales and cash collected on daily basis.

(j) Engineering Support Staff:

- Resources provided under this Category should be an Engineering Graduate from a recognized University / Engineering College and should preferably have previous experience of providing Engineering Support Services at Office / Sites.
- Competence to understand, review and prepare Technical Documents / Drawings.
- Coordinating with Authorities for obtaining Permissions / Clearances for CGD Network development.
- Coordinating the maintenance of CNG Stations.

17.0 TOOLS & TACKLES TO BE PROVIDED:

17.1 Mechanical Tools to be provided by Contractor at each Station:

- Fix / Open spanners from size 6 mm to 32 mm
- Ring spanners from size 6 mm to 32 mm
- Adjustable / screw spanners of size 8" and 12" for each location
- Pipe wrenches of size 8" and 12" for each location

17.2 Electrical / Instrumentation Tools to be provided by Contractor at each Station:

- Tester – 01 No.
- Hand gloves of 11 KV grade – 01 Set
- Multi-meter– 01 No.

17.3 Others: Cash carrying bags for filler services shall be provided by Contractor at all locations.

18.0 TA / DA during Official Tours for CNG station Maintenance Manpower:

As part of their assigned roles and responsibilities, Maintenance manpower need to take up Outstation Tours based on requirement. Any travel beyond 45 Km / beyond Municipal limits of the place of posting shall be treated as “Outstation Travel”. In such case, following TA / DA will be paid by GGPL, subject to approval of such Tours by Nodal officer(s) of GGPL:

TA/DA during site visit for Senior Engineer	Rs. 350 per day
TA/DA during site visit for Highly Skilled	Rs. 250 per day
TA/DA during site visit for Skilled	Rs. 200 per day

DA during Tour shall be regulated as below:

Upto 4 Hours Tour duration -	Nil DA
Above 4 Hours to less than 8 Hours of Tour duration	50%DA
8 Hours or above Tour duration -	100%DA

QUALIFICATION OF MANPOWER TO BE DEPLOYED

Sl. No.	Manpower Category	Minimum Qualification	Type	Minimum required relevant Experience
1	Senior Engineer	Engineering / Diploma		01 Year Engineering / 03 Years (Diploma) in CGD
2	Station Manager	Diploma/Any Degree	Highly Skilled	NA
3	Sr. Technician	Diploma/Any Degree	Highly Skilled	6 years
4	Sr. Filler Boy	Diploma / ITI	Semi-Skilled	01 Year (Diploma)/ 03 Years (ITI) in CNG Station / Oil Filling Stations
5	CNG/MS/HSD Filler Boy	Diploma / ITI	Un Skilled	01 Year (Diploma)/ 03 Years (ITI) in CNG Station / Oil Filling Stations
6	Fire & Safety Technician	Certified Fire & Safety technician	Skilled	3 Years
7	Electrical Technician	Diploma / ITI with Wireman Certificate	Skilled	3 Years
8	Cashier	Diploma / ITI	Skilled	1 Year
9	Security / Watchmen	SSC	Un Skilled	1 Year
10	LCV Loading Helper	SSC	Un Skilled	1 Year

SPECIAL CONDITIONS OF CONTRACT **(SCC)**

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1** Special conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, *unless* a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. However, in case of any variance between SCC Part-I and SCC Part – II, III, IV, V unless a different intention appears, the provisions of SCC Part – II, III, IV, V.
- 1.4** Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5** The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- 1.6** It will be the Agency's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7** In the absence of any Specifications covering any material, design of work(s), the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice and as per the instructions/ directions of the Engineer-in- Charge, which will be binding on the Agency.

- 1.8** All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successfully execution of the work shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.
- 1.9** The work executed shall be to the satisfaction of GGPL and the contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.

1.10 ORDER OF PRECEDENCE

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

- i. Letter of Acceptance along with Statement of Agreed Variations & its enclosures and any corrigendum / addendum.
- ii. Fax / Letter of Intent / Fax of Acceptance.
- iii. Schedule of Rates as enclosures to Letter of Acceptance.
- iv. Special /Additional Conditions of Contract.
- v. Specifications, Special notes regarding specifications and Drawings, all three in conjunction with each other.
- vi. General Conditions of Contract.

1.11 DEFINITIONS

- (i) The expression 'Vendor / Agency' shall mean the Agency selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the Vendor/ Agency.
- (ii) The 'Engineer-in-Charge' shall mean the Engineer-In-charge' of GGPL for this work and shall include any person acting as in charge on its behalf.
- (iii) 'Authorized Representative' shall mean any Officer /

Supervisor / Consultant / Staff of GGPL authorized by
the Head of Department.

2.0 LOCATION

- 2.1** The services are required to assist GGPL in its Office activities at Rajahmundry and / or at other locations in East Godavari, West Godavari, Krishna & Guntur Districts on need basis.
- 2.2** The services will be provided based on the organizational requirement as assessed and identified from time to time.

3.0 Evaluation & Award Methodology:

The monthly emoluments to be paid to the Contract Personnel are fixed as indicated in Scope of Services at 6.1. The manpower requirement indicated at

6.1 of Scope of Services is indicative only and may be higher / lesser depending on the actual requirement from time to time. The Bidders are required to quote

only the monthly Service Charges, as % of monthly emoluments that will be paid to manpower deployed. Against the deployment of requisite contract manpower, Service Provider will be reimbursed the Fixed Monthly Emoluments of the actual manpower deployed (as per rates indicated at 6.1 of Scope of Services), quoted
% Service Charge and applicable GST.

Hence, Contract will be awarded to techno-commercially qualified Bidder quoting lowest Service Charges. In case of a tie in quoted Service Charges, the bidder having highest Turnover in any one of the preceding three Financial Years shall be considered for award.

4.0 TERMINATION OF CONTRACT

- 4.1** No additional charges, other than the payments indicated at (3) above shall be paid to the Agency during the contract period except statutory variation in taxes, if any. The contract will be for a period of Twelve months from the date of issuance of FoA or from the date specified in the FoA / LoA, after which the contract period can be further extended up to one year on the same terms and conditions, at the sole discretion of GGPL.
- 4.2** GGPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer-In-Charge shall in such an event give

thirty days' notice in writing to the Agency of its decision to do so.

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

- 4.3** Agency shall in no case lease / transfer / sublet / appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- 4.4** No other person except Agency's authorized representative shall be allowed to enter GGPL premises. Agency shall also not entertain any outsider or extend any service beyond GGPL's premises, unless advised by EIC / authorized representative of GGPL.
- 4.5** Within the GGPL premises, the Agency's personnel shall not do any private work other than their normal duties. In case the deployed personnel of the Agency is absent for more than five days continuously in a month, replacement should be provided. The attendance and leave record of the personnel deployed by the Agency shall be maintained by the designated supervisor of the Agency whose contact details like mobile phone no, office address shall be communicated by the Agency to Engineer In-charge of the Contract. The Supervisor should visit the GGPL premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Agency. It is the sole responsibility of the supervisor to manage the work force of Agency deployed in the contract e.g. the monthly attendance, leave details, Identity cards, the issues of contract personnel, police verification, etc.
- 4.6** GGPL shall have the authority to direct the Agency to terminate the services of any of its personnel without any prior notice, if GGPL is satisfied on Medical - grounds that the candidate is unfit and is likely to continue to be unfit for reasons of ill health for the discharge of his/her duties.
- 4.7** GGPL will have authority to direct the Agency to terminate the services, without any prior notice to the candidate found to be prima - facie guilty of any in subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/- Association or of any breach or non performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
- 4.8** During the period of engagement, performance of the contract personnel shall be observed and GGPL can direct the Agency to short terminate the contract engagement based on the performance.
- 4.9** The Agency personnel should be ready to work at different places /

locations as per the requirements of GGPL.

- 4.10** Agency shall be directly responsible for any / all disputes arising between it and its personnel and keep GGPL indemnified against all losses, damages and claims arising thereof.
- 4.11** The personnel engaged by the Agency shall be subject to security check by the GGPL's security staff while entering/ leaving the premises.
- 4.12** Agency shall be solely responsible for payment of wages/remuneration including allowances to its personnel that might become applicable under any new act or order of Government. GGPL shall reimburse such additional payments, if any, resulting from Government Orders.
- 4.13** Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by its staff.
- 4.14** Lists of persons employed by the Agency for the subject work mentioning qualifications, experience and residential address shall be submitted to EIC. In case of any change, the same shall be informed to EIC from time to time. Verification of character and police verification must be carried out by Agency for its personnel deployed in GGPL Premises and intimated to GGPL.

5.0 PRICE BASIS

- 5.1** The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.
- 5.2** The rate should be quoted in the Schedule of Rates as enclosed. The rates towards service charges (as %) only should be quoted in the schedule of rates. Bidder should take in to account all liabilities to be borne by them as indicated in the scope of services, special conditions of contract and other tender documents while quoting service charges.
- 5.3** In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage / medical termination of pregnancy. This shall be sole responsibility of the Agency. Thus, Agencies should take into their account this liability while quoting service charges.
- 5.4** Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.
- 5.5** Agency will be reimbursed the applicable GST and should separately indicate rate of GST being charged in their monthly invoices.

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

5.7 Contract Period: The duration of Contract shall be twelve months from the date of issuance of FoA or from the date specified in the FoA / LoA. The contract may be further extended for a period up to Six Months on the same terms and conditions.

6.0 Increase / Decrease of manpower: GGPL can increase or decrease the manpower on same terms and conditions during the contract period based on the requirement.

7.0 TIME FOR START AND MOBLISATION

7.1 Successful Bidder will be given 15 days' mobilization period. Agency shall ensure mobilization within the given time with the required manpower for smooth execution of job as specified by GGPL / EIC. In case the Agency is not able to mobilize within the time specified above, a penalty @ Rs. 5,000/- per day per person shall be recovered from the Agency.

7.2 No mobilization advance shall be paid.

8.0 RESPONSIBILITIES OF THE AGENCY FOR COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS:

8.1 The Agency has to pay monthly fixed emoluments (including PF and ESI) as indicated at 6.1 in Scope of Services.

8.2 Gratuity, in case of death / permanent disability of Contract employee, during execution of work under the contract, the agency has to pay the Gratuity as per

the provision under chapter -5 of the code on social security 2020 to the nominees of the contract employee as per the details maintained in the duly signed nomination form maintained by the agency. The proof of disbursement may be submitted to the EIC after disbursement for records.

8.3 The Agency should have a valid license issued in its favour by the Competent Authority as provided under the Contract Labour (R&A) Act, 1970 in case the Agency employs / is required to employ more than 20 personnel.

- 8.4** The Agency shall have its own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme, 1952, Employee Deposit Linked Insurance Scheme, 1976 and Employee Pension Scheme, 1995.
- 8.5** The Agency shall have to obtain Insurance policy in lieu of Employees Compensation Act, 1923 for the personnel engaged by it and submit a copy of the same to EIC.
- 8.6** The Agency is required to submit copies of Electronic-Challan-cum-Return (ECR)/Electronic Challan along with Online Uploaded list of contract personnel/members for the proof of remittance of Provident Fund (PF) with respective authorities for the contract personnel engaged by it in GGPL while submitting monthly bills.
- 8.7** Without prejudice to the foregoing, the Agency shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the services performed pursuant to the Contract. If the Agency defaults in complying with the Applicable Laws, the Agency shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges.
- 8.8** Without prejudice to the responsibility of the Agency to comply with the Applicable Laws under the Contract, the Agency shall, in relation to the execution of the Works, comply with all applicable labour laws, including but not limited to the Factories Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947, the Employees' State Insurance Act 1948, the Weekly Holidays Act, 1942, the Payment of bonus Act 1965, the Employees State Insurance Act, 1948, the Employees Provident Funds Scheme, 1952, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1962, the Contract Labour (Regulation and Abolition) Act, 1970, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988, the Children (Pledging of Labour) Act, 1933, the Child Labour Prohibition and Regulation Act, 1951, the provisions of the Income Tax Act, 1961, Environment Protection Act, 1986, Maritime Act, 2008, Wild life (Protection) Act, 1972 and any other Applicable Law relating to the employment of workmen, employees or labour or any subsequent modification or reenactment thereof.
- 8.9** The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from GGPL due to its ignorance of any Applicable Law.
- 8.10** The Agency shall be solely responsible for the payment of wages and

other dues to the personnel deployed by it, latest by 7th day of the subsequent month in the presence of Engineer In-Charge. After disbursement of wages the authorized representative of Agency and

limited to those arising out of the provisions contained in the Workmen's Engineer In-Charge of GGPL to certify the payment of wages to the contract personnel and sign the wage register jointly. The Agency shall at its own cost and initiative take and maintain at all times until the closure of the Contract, insurance policies in respect of manpower engaged by it for providing services under this Contract, in order to keep itself as well GGPL fully indemnified from and against all claims whatsoever including but not Compensation Act, 1923.

- 8.11 The Agency shall be solely responsible and indemnify GGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by it.
- 8.12 The Agency shall indemnify GGPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by it.
- 8.13 All personnel deployed by the Agency should be on the rolls of the Agency.
- 8.14 No contract personnel below the age of 18 years shall be deployed on the work.
- 8.15 The Agency shall ensure regular and effective supervision and control of the personnel, if any, deployed by it and gives suitable direction for undertaking the contractual obligations.
- 8.16 The personnel to be deputed by the Agency shall observe all security, fire and safety rules of GGPL while at the site / work. Agency has to strictly adhere to the guidelines/ instructions issued from time to time.
- 8.17 Agency shall provide proper identification cards for its employees to be deputed by it for Work / Services, duly signed by the Agency or authorized person on behalf of Agency. Also the Agency should obtain entry passes from Security Department through ENGINEER-IN-CHARGE for its employees.
- 8.18 Agency has to deploy the personnel with no past criminal records. The Agency has to provide police verification for all the persons deployed by it.
- 8.19 While confirming to any of these conditions, the Agency should ensure that no law of State regarding labour, their welfare, conduct etc., is violated. The Agency shall indemnify GGPL for any action brought

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against it for violation, non- compliance of any act, rules & regulation of center / state / local statutory authorities.

- 8.20 All existing and amended Security and safety / fire rules of GGPL are to be followed at the work site.
- 8.21 In case of accident, injury and death caused to the employee of the Agency while executing the Work under the contract, the Agency shall be solely responsible for payment of adequate compensation, insurance money, etc. to the next kith & kin of injured/ diseased. Agency shall indemnify GGPL from such liabilities.
- 8.22 The Agency shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The Agency shall get its employees/ persons examined from a civil govt. doctor.
- 8.23 No employees or person of Agency shall be allowed to consume alcoholic drinks or any narcotics within the GGPL premise/ site. If found under the influence of above, GGPL will terminate the contract immediately and may refer the case to police.
- 8.24 The Agency hereby agrees to indemnify owner / GGPL from all claims, demands, actions, cost and charges, etc. brought by any court, competent authority/ statutory authorities against GGPL.
- 8.25 The Agency is required to file half-yearly Return in Form-XXIV before concerned ALC (Central), the Licensing Officer within 30 days from the end of half-year.
- 8.26 Following documents shall be submitted by the Agency to Engineer In-charge at various stages during the currency of the contract: -

8.26.1 Immediately after issuance/receiving of FOA:

- (i) Application for issuance of **Form-V** for obtaining Labour License from Licensing Authority for engaging 20 or more contract personnel (if applicable).
- (ii) Copy of Labour License before commencement of work if 20 or more contract personnel are engaged (if applicable).
- (iii) List of persons along with designation, Employee No., PF account, Insurance coverage No. etc.

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- (iv) Copies of Appointment Letters issued to the persons to be engaged in GGPL by the Agency.
- (v) Copies of Identity Card issued by the Agency to persons to be engaged in GGPL.
- (vi) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- (vii) Copy of FORM-V submitted by the Agency to Regional Provident Fund Commissioner in respect of contract personnel who are eligible to become members of the fund for the first time along with copies of declaration in FORM-II furnished by such contract personnel.
- (viii) Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract personnel engaged by it.
- (ix) Copy of insurance coverage / policy along with details of contract personnel and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

8.26.2 At the time of submission of monthly bills:

- (i) Monthly bill duly certified by the Agency or its authorized representative.
- (ii) Copy of wage register duly certified by authorized representative of the Agency and GGPL certifying as "Certified that the amount shown in the column No.has been paid to the personnel concerned in my presence on(date) at(place)" OR in case of payment made through e-banking, copy of e-banking wage sheet duly certified by authorized representative(s) of the Agency and GGPL certifying as
 "Certified that the amount shown in the column No.... has been paid to the personnel concerned through e-banking on (date) at..... (place)".
- (iii) Copy of e-banking wage sheet/ bank statement duly stamped by designated bank and duly certified by the Agency or its authorized representative and GGPL EIC.
- (iv) Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/c No duly stamped by

designated bank.

8.26.3 Registers to be maintained by the Agency:

(i) **Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936:** During the currency of the contract, the Agency has to maintain registers like:

- Muster Roll in FORM-XVIII
- Register of workmen in FORM-
- XIII Wage Register in FORM-XVII
- Register of Deductions in
- FORM-XX Register of Fines
- in FORM-XVI Register of advances in FORM-XXII
- Issuance and maintenance of Wage Slip in FORM
- XIX Issuance of valid Identity Card by the Agency
- IN FORM XIV

(ii) **Provident Fund & Misc. Provisions Act, 1952:**

- Monthly return in Form 5 for employees qualifying for membership of the PF fund.
- Contribution card in FORM 4.
- Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM 6.
- Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract personnel And EIC every year.

8.26.4 At the time of closure of contract:

(i) On Closure of Contract the Service provider should make payment within 72 hours to the Personnel deployed under the Contract in presence of Authorized official of GGPL.

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- (ii) As Final Closure of Contract / Completion should be ensured by submission of ECR of last month under EPF and ESI and issuance of Service certificate to Personnel deployed.
- (iii) Indemnity Bond of Rs.100/- duly notarized from Notary indemnifying in GGPL from all liabilities w.r.t. the persons engaged by the Agency regarding payment of wages, Provident Fund, Insurance and other payments, Performa Indemnity Bond is provided at clause 9

8.27 Notwithstanding anything above, in case of any further requirements under the law or statutes due to amendment or change in law, same should be complied by the agency.

9.0 CLOSURE OF CONTRACT

Final payment shall be released only after satisfactory completion of the work / services. For final payment of the bill and release of Security deposit the Agency shall be required to submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying GGPL from all liabilities w.r.t. the persons engaged by the Agency regarding Payment of Wages, Provident Fund, Insurance and other payments. Performa of Indemnity Bond is given below:

10.0 PENALTY CLAUSE

- 10.1** Agency shall submit PF no. and labour license (if applicable) within a time period of maximum THREE months from the date of FoA/LoA failing which a penalty of Rs.10000/- per month shall be deducted from the service charges of the Agency, in addition to the penalties as per provisions of the statutory legislations.
- 10.2** If the timely payment is not made to the personnel by 7th of each month, Rs.5000/- per day shall be deducted from the services charges of the Agency.
- 10.3** In case the bidder is not able to mobilize the required number of manpower within the specified time, a penalty @Rs.1000/- per person per day shall be recovered from the service provider.
- 10.4** The penalty shall be imposed on the Agency for non-supply of protective clothing to the contact personnel @ Rs.100/- per day per contract personnel.

11.0 INCORPORATION CLAUSE:

- 11.1** GGPL can incorporate any condition, which is not envisaged here at the

time of agreement which can be of sole interest / advantages to GGPL. Interpretation of terms and conditions of the document as confirmed by GGPL shall be final and binding on the Agency.

12.0 PAYMENT TERMS

The Agency shall submit bills on monthly basis enclosing therein the attendance details (duly verified/certified) and summary of the bill, to the Engineer-in-Charge of the Contract.

12.1 Agency shall submit following documents along with the bills to the EIC as per the schedule given below:

- (i) Copy of wage register latest by 10th of every month showing disbursement certified by EIC and Agency with certification (rule 73 of contract labour (R&A) Act 1970 monthly.
- (ii) Copy of PF Challan along with statement of contract personnel with breakup of contribution by 26th of every month. The Service Provider will submit ECR generated through e-sewa portal of EPFO India as the proof of depositing the employees as well as employer's PF contribution within stipulated period as provisioned under EPF & MP Act 1952 periodically.
- (iii) Copy of ESI Challan (where applicable) etc.

12.2 Invoices are to be raised in accordance with various provisions under applicable tax rules as GGPL is intended to avail benefits under various statutes in force.

12.3 The bills of Agency shall be processed for payment within 15 days of submission of the bills by Agency. Necessary statutory levies such as Income Tax etc. shall be deducted as per the rules existing and in vogue then and there. PAN of the vendor also may be intimated along with 1st invoice.

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

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Deposition of all applicable Taxes to the concerned Statutory Authority (excluding Income tax which will be deducted at Source as applicable) lies with Agency only. Same shall be reimbursed by GGPL upon submission of documentary evidence.

The bidder shall furnish copy of GST registration along with the offer or within one month from the date of issue of Letter of Award or along with first Invoice.

In case of statutory variation in applicable taxes, same will be applicable / reimbursed w.e.f date of Government Order subject to submission of supporting documents. However, if such claim is not raised within two months, claim shall not be entertained for payment of arrear.

14.0 NUISANCE

14.1 The Agency shall not at any time do cause or permit any nuisance in area of work in GGPL or within 200 meters of area of work or do anything which shall cause unnecessary disturbance or inconvenience to owners and GGPL officials or tenants or occupants of other properties near the works area and to the public in general.

14.2 Further GGPL may take action of restricting the entry of Agency and its employees from indulging in public nuisance, violent activity causing damages to GGPL's person or property.

14.3 The Agency in addition bears all cost of keeping law and order situation under control.

15.0 OTHER CONDITIONS

15.1 The Agency shall obtain all necessary insurance policies covering all risks such as accidents, injuries, death caused to his employees or labour or to third person including loss to the properties of GGPL or to some other agency. The Agency shall submit the proof of purchasing insurance policy covering above.

15.2 The Agency shall not employ or permit to any persons suffering from any contagious, loathsome or infectious disease. The Agency shall get examined their employees / workers through a Govt. doctor / Registered practitioner and produce the fitness certificate before deployment, if asked for.

15.3 The Agency has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company.

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- 15.4** No employee or person of Agency be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the Agency shall have to change/replace him failing which GGPL may terminate the contract.
- 15.5** The Agency hereby agrees to indemnify GGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/statutory authorities against any act or acts of the Agency or his workers.
- 15.6** The Agency should get the police verification of the character and antecedents of personnel to be deployed in GGPL from the place of present residence/ domicile. In case any worker is found having criminal record, he shall have to be immediately replaced without assigning any reasons.
- 15.7** Agency shall not sub-let or assigns any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of GGPL. In case the Agency sub-lets or assigns the contract in part or whole without the prior written permission of GGPL and any claim preferred by any firm / individual to GGPL that the main Agency has not paid his or their dues / payments, in that circumstances, GGPL shall without assigning any reasons, withhold the payments of Agency, the amount equivalent to the claim amount of sub-contractor / individual / vendor(s) etc. The same shall be released to the Agency after Agency and labour / supplier / sub- Agency jointly submits a joint written settlement to GGPL.
- 16.0 FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period, the obligations of the parties are suspended by force majeure; the Agency shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, GGPL shall have the option of terminating the contract agreement by giving seven (7) days’ notice thereof to the Agency. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up

to the date of occurrence of such force majeure.

**17.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND
PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)**

Contractor shall ensure that all its personnel 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 GGPL. The cost of insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to GGPL in this respect and Contractor shall suitably consider same in the bid.

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.

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws/Labour Codes

The Contractor has to fully comply with all applicable Labour Laws/Labour Codes and its Rules 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 Code on Wages, 2019

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 Code on Wages, 2019.

Note: All the drivers may be paid minimum wages in skilled category in line with Gazette Notification No. S.O. 188 (E) 190 (E) and 191(E) dated 19.01.20217.

- 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 GGPL. 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

Note: With regards to deduction a 50% cap exists wherein, multiple deductions apply, the cumulative amount withheld by the contractor cannot exceed 50% of the total wages earned in the pay period.

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 applicable under Code on Wages, 2019 in the presence of Engineer In-charge (EIC) or authorized representative of GGPL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GGPL have to certify the payment of wages to the resources and sign the **Wage Register - Form IV** of Code on Wages, 2019 with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Code on Wages,

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2019. Present minimum rate of payment of Bonus as per the Code on Wages, 2019 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 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 the contract.

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

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. the occupational Safety, Health and Working Conditions Code, 2020 / 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 Occupational Safety, Health and working Conditions Code, 2020/ 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 Occupational Safety, Health and working Conditions Code, 2020 **(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 (if 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. Employees' Provident Fund under the Code on Social Security, 2020

- a) The Contractor shall have independent PF code no. with the RPFC as required under the code on Social Security Code, 2020.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme, the Employees' Pension Scheme & the Employees' Deposit Linked Insurance Scheme under the Code on Social Security, 2020 and rules framed there under to the resources deployed by him.

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- c) The Contractor is required to submit copies of *separate e-Challans / ECR along with proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GGPL.** The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).**
- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO.***

4. The Employees' State Insurance benefit (If applicable and as per prevailing rates) under the Code on Social Security, 2020

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Code on Social Security, 2020
- 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. Employees' Compensation (wherever applicable) under the Code on Social Security, 2020

In case, the workplace 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 under the Code on Social Security, 2020. 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** along with **Medi-claim Floater Policy with a coverage of Rs.3 Lakhs per resource 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. Payment of Gratuity under the Code on Social Security, 2020

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 Chapter-V of the Code on Social Security, 2020 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 after disbursement for records.

8. The Contract Labour under the Occupational Safety, Health and Working Conditions Code, 2020

- a) The Contractor is required to obtain Labour license under the provisions of the Occupational Safety, Health and Working Conditions Code, 2020 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 of the Occupational Safety, Health and Working Conditions Code, 2020 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 GGPL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
 - f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, GGPL 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 provisions of Labour Codes as applicable including, but not limited to the following:**

- a) Code on wages, 2019

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- b) The Industrial Relations Code, 2020
- c) The Occupational Safety, Health and Working Conditions Code, 2020
- d) The Social Security Code, 2020
- e) Any other applicable State/Central laws, if any etc.

STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GGPL 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 GGPL 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 GGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GGPL.
4. The Contractor shall also indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** and above age of **60 years** shall be deployed by the contractor for the execution of the contract.
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 GGPL while at the site/work. All existing and amended safety / fire rules of GGPL 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

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- compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GGPL 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 / GGPL'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 GGPL (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 GGPL** 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 GGPL or at a place **within a radius of three kilometers**.
 17. Contractor shall provide proper **Letter of Appointment in the format so prescribed under Rule 6 of The Occupational Safety, Health and Working Conditions (Central) Rules, 2026** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
 18. The Contractor shall submit the Half Yearly return in Form XVIII in electronic mode to The Deputy Chief Labour Commissioner (Central) not later than thirty days from the close of the half year, that is to say January to June, July to December.
 19. **Gate/ Entry Pass or Authorization:**
Entry to the premises of GGPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
 20. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
 21. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

22. Police verification

- a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GGPL'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 GGPL 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 GGPL and has come to the notice of GGPL 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 GGPL.
23. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
24. The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.
25. The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal.

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 GGPL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to GGPL 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 GGPL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Aatmanirbhar Bharat Rozgar Yojanan(ABRY) / Pradhan Mantri Garib Kalyan Yojana – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme) Aatmanirbhar Bharat Rozgar Yojanan(ABRY) / Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform GGPL/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/labour Codes 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 - (i) Code on Wages, 2019; (ii) The industrial Relations Code, 2020; (iii) The code on Social Security, 2020; (iv) The Occupational Safety, Health and working Conditions Code, 2020 along with central rules corresponding to each Labour Code notified by Government of India w.e.f. 08.05.2026.

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

- a) Maintenance of Employee Register in FORM-I as prescribed under Code on wages (Central) Rules, 2026 (which also covers Form -XIII under the Occupational Safety, Health and working Conditions (Central) Rules, 2026)
- b) Maintenance of Register of Wages, Overtime, Advances, Fines and Deductions for damage & Loss in FORM – IV as prescribed under the Code on wages (Central) Rules, 2026 (which also covers Form -XV under the Occupational Safety, Health and working Conditions (Central) Rules, 2026).
- c) Issuance of Wage Slip in Form – V as prescribed under Code on wages (Central) Rules, 2026 (which also covers **Form -XVI** under the Occupational Safety, Health and working Conditions (Central) Rules, 2026).
- d) Maintenance of Attendance Register-cum-Muster Roll in **Form -IX** as prescribed under Code on wages (Central) Rules, 2026 (which also covers Form -XIV under the Occupational Safety, Health and working Conditions (Central) Rules, 2026).
- e) If the Contract Worker has been removed or has resigned from service, wages payable to him/her to be paid within two working days of his/her removal, dismissal, retrenchment/ resignation or as the case may be, as prescribed under Code on wages (Central) Rules, 2026.
- f) Notice of payment/rejecting claim of Gratuity in **Form -V** as prescribed under the Social Security (Central) Rules, 2026.
- g) Proof of deposit of cess for Building or other Construction Works in **Form XVI** under the Social Security (Central) Rules, 2026 (wherever applicable).
- h) Maintenance of Register of Women Employees deployed by Contractor as per **FORM -XXII** under the Social Security (Central) Rules, 2026.
- i) Issuance of Appointment Letter in the Format as prescribed under **Rule -6** of the Occupational Safety, Health and working Conditions (Central) Rules, 2026.

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- j) Registration Certificate under the Occupational Safety, Health and working Conditions (Central) Rules, 2026 and the Code on Social Security (CoSS), 2020 in **Shram Suvidha 2.0 Portal** of Government of India as per Forms – I and III of the Occupational Safety, Health and working Conditions (Central) Rules, 2026. Further, Contractor is required to submit the registration obtained under the Occupational Safety, Health and working Conditions (Central) Rules, 2026, in case 10 or more building workers have been employed in any Building or other Construction Work.
- k) Health Examination of Contract Labour deployed through Contractor in Building or other Construction Work or Mine who has completed 40 years of age, which is to be arranged by the Contractor and a Certificate is to be provided in Forms – VIII & IX (whichever is applicable) under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.
- l) Notice of Accident or Dangerous Occurrences in Form – XI under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.
- m) Contractor is required to furnish online Half Yearly Return in Form – XVIII (i.e. January to June/July to December) in Shram Suvidha 2.0 Portal under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.
- n) Register of Accident or Dangerous Occurrence in Form XIX under the Occupational Safety, Health and working Conditions (Central) Rules, 2026
- o) Maintenance of Register for leave with wages in Form XX as prescribed under the Occupational Safety, Health and working Conditions (Central) Rules, 2026
- p) Contractor to submit the License/Single License in Form XXII issued by Licensing Authority, if applicable, for engaging 50 or more resources under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.
- q) Issuance of Experience Certificate to Contract Labour deployed by the Contractor in Form XXIII under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.

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. Copy of **FORM – XXII (License)** before commencement of work if 50 or more resources are engaged.
- ii. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- iii. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- iv. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- v. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – I** as prescribed under Code on wages (Central) Rules, 2026 (which also covers Form -XIII under the Occupational Safety, Health and working Conditions (Central) Rules, 2026)
- ii. Copy of Register of Wages, Overtime, Advances, Fines and Deductions for damage & Loss in **FORM – IV** as prescribed under the Code on wages (Central) Rules, 2026 (which also covers Form -XV under the Occupational Safety, Health and working Conditions (Central) Rules, 2026) & Attendance Register-cum-Muster Roll in **Form -IX** as prescribed under Code on wages (Central) Rules, 2026 (which also covers Form -XIV under the Occupational Safety, Health and working Conditions (Central) Rules, 2026) duly certified by authorized representative of the Contractor and authorised person in GGPL 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 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 GGPL 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 -V** as prescribed under Code on wages (Central) Rules, 2026 (which also covers **Form -XVI** under the Occupational Safety, Health and working Conditions (Central) Rules, 2026).

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GGPL 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 Register of Wages, Overtime, Advances, Fines and Deductions for damage & Loss in **FORM – IV** as prescribed under the Code on wages (Central) Rules, 2026 (which also covers Form -XV under the Occupational Safety, Health and working Conditions (Central) Rules, 2026).
- iii. Copies of Experience Certificate to Contract Labour deployed by the Contractor in **Form XXIII** under the Occupational Safety, Health and working Conditions (Central) Rules, 2026.
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Payment Proof towards the Payment of Bonus as per Code on Wages, 2019.

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- vi. Copy of proof towards release of Leave Encashment
- vii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.

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 GGPL, 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, GGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Annexure-i**Details in support of RA Bill for the Month of _____, 20__**

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

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

- (14) Copy of Wage Register in FORM – IV as per Code on Wages-2019
- (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 _____
- _____

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

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

Annexure- ii

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 GGPL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....

Name of Bidder.....

SECTION VII

SCHEDULE OF RATES (SOR)

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SCHEDULE OF RATES (SOR)							
TENDER NO: GGPL/C&P/CNG/SR 1001035/2026-27/07							
JOB DESCRIPTION: HIRING OF AGENCY FOR PROVIDING O&M MANPOWER FOR CNG STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS							
Sl. No.		Designation	Category	Monthly Unit Remuneration including PF & ESI (Rs.)	No. of Personnel	Total Man months	Total Remuneration including PF & ESI (Rs.)
1	CNG Stations Maintenance Team	Senior Engineer	-	39,473	4	48	18,94,704
2		Sr. Technician	Highly Skilled	29,000	2	24	6,96,000
3		Technician (Electrical)	Skilled	25,623	1	12	3,07,476
4		HSE Technician	Skilled	25,623	1	12	3,07,476
5	CNG Stations Operation Team	Station Manager	Highly Skilled	29,000	4	48	13,92,000
6		Cashier	Skilled	25,623	1	12	3,07,476
7		Senior Filler Boy	Semi - Skilled	21,652	4	48	10,39,296
8		CNG/MS/HSD Filler Boy	Un – Skilled	18,732	17	204	38,21,328
9		LCV Loading Helper	Un – Skilled	18,732	7	84	15,73,488
10		Sweeper	Un – Skilled	18,732	4	48	8,99,136

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11		Security	Un – Skilled	18,732	13	156	29,22,192
TA/DA during site visit for Senior Engineer				350		960	3,36,000
TA/DA during site visit for Highly Skilled				250		480	1,20,000
TA/DA during site visit for Skilled				200		480	96,000
Sub Total Contract Value Excl. GST (A) in Rupees							1,57,12,572
Service Charge in % applicable on (A)							
Service Charge in Rupees (B)							
Total Contract value in Rupees Excl. GST and Incl. Service Charge (C)=(A)+(B)							
(D)= GST in Rupees @ 18% on (C)							
Total Contract value in Rupees Incl. GST @ 18% and Incl. Service Charge(E)=(C)+(D)							

Signature of Authorized Signatory:.....

Name:.....

Designation:.....