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 PNG O&M MANPOWER IN EAST & WEST GODAVARI DISTRICTS

OPEN DOMESTIC COMPETITIVE BIDDING

(Tender No.: GGPL/C&P/PNG/SR 1001038/2026-27/09 Dt.31.10.2026)

DATE & TIME FOR PRE-BID MEETING: 07.11.2026 at 1500 Hrs. (IST)

DUE DATE & TIME FOR BID SUBMISSION : 23.11.2026 at 1400 Hrs. (IST)

DUE DATE & TIME FOR BID OPENING : 23.11.2026 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: Tender No.: GGPL/C&P/PNG/SR 1001038/2026-27/09 Dt. 31.10.2026

To,

PROSPECTIVE BIDDERS

SUB: HIRING OF AGENCY FOR PROVIDING PNG O&M MANPOWER 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 PNG O&M Manpower 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 PROVIDING PNG O&M MANPOWER IN EAST & WEST GODAVARI DISTRICTS**
[B]	TENDER NO. & DATE	**GGPL/C&P/PNG/SR 1001038/2026-27/09 Dt. 31.10.2026**
[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	18 Months from date of FOA/LOA whichever is earlier As per Clause no. 22 of SCC
[G]	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	**APPLICABLE Amount Rs. 3,61,000/- in the form of BG/DD/Online Transfer/BC.**

		Exempted for MSE
[H]	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From **31.10.2026 (17.00 Hrs, IST) to 23.11.2026 (14:00 Hrs, IST)** on following websites: (i) GGPL's Tender Website – http://www.godavarigas.co.in https://petroleum.ewizard.in/
[I]	DATE,TIME & VENUE OF PRE BID MEETING	**At 15:00 hrs.(IST) on 07.11.2026** 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	**23.11.2026 at 14:00 Hrs. (IST)**
[K]	DATE AND TIME OF UNPRICED BID OPENING	**23.11.2026 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 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.

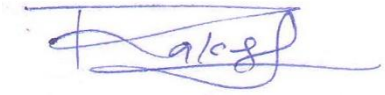
10.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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.

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.

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 1001038/2026-27/09 Dt. 31.10.2026**

Description: **HIRING OF AGENCY FOR PROVIDIND PNG O&M MANPOWER IN EAST & WEST GODAVARI DISTRICTS**

Due Date & Time : **23.11.2026 at 14:00 Hrs. (IST)**

From:	***To:***
Bidder Name: ***Address:***	**GODAVARI GAS PRIVATE LIMITED** **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 TECHNICALCRITERIA:

Bidders Qualification Criteria shall be as follows:

The bidder must have completed at least one work order/contract of value not less than **Rs. 21.27 Lakhs** for the following in preceding seven (07) years prior to the Final Bid Due date.

a) Maintenance of Steel pipeline network/MDPE & GI networks/CNG Stations for Natural Gas services in any CGD entity.

OR

b) Laying of MDPE pipe network/GI pipeline network for Natural Gas services in any CGD entity.

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 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 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.

DOCUMENTS TO BE SUBMITTED FOR COMPILANCE OF TECHNICAL BEC:

(i). Documentary proof in the form of copy of work order/ agreement along with detailed Schedule of Rates and its Completion Certificate/ execution certificate/client certificate must be submitted along with the bid.

The work order/Contract Agreement/Letter of Award must clearly indicate as under:

a. Name & Full address of organization who has issued the Work Order
b. Nature of Work/Service along with various components/items
c. Time Period of Work/Services
d. Value of Work Order/Contract Agreement/Letter of Award

The Completion Certificate/ Execution Certificate/Client Certificate clearly showing:

a. Full Address of Client, officer issuing certificate,
b. Reference of relevant work/Service order,
c. Nature of work/service, various components / items, period, and Actual value of executed work.
d. Date of actual completion, successful execution of work.

Experience as a sub-contractor shall not be accepted.

All the documents mentioned above towards substantiating Bid Evaluation Criteria – Technical, must be duly certified/attested by Chartered Engineer and Notary Public with legible stamp failing which the bid shall be liable for rejection.

2.0 FINANCIAL CRITERIA:

A. The Average Annual Financial Turnover of the bidder should be at least **Rs. 70.92 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. 14.19 lakhs**. If the working capital of the bidder is less than **Rs. 14.19 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. 14.19 lakhs.**

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

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 on PART-A and overall lowest basis on PART-B 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.

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 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 favourof authorized employee(s) by Board of Directors through Board Resolution or by the

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

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

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

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, super scribing 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 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 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. 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 (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 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 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 <u>Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act</u> <u>(Applicable only in case of procurement of Goods)</u>

(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 GGPL

(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 GGPL. 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 GGPL. and issue of TCS certificate to GGPL timely.

iv. If GGPL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then GGPL. 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 GGPL. as no Input Tax Credit (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 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. 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 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.

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

20

[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/ 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 GGPL 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;
(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, 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.

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 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 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 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 Enterpreneurs.

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

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 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) **<u>Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant</u>**

(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) <u>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)</u>

(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) <u>Where Performance rating is "FAIR":</u>

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

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 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 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-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 STARTPUS (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 APPLICABLITY 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 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 ==========

Annexure-I

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.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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.

(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:

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.

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 of Corrupt/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:

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:

(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
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 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: 4 0 marks

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 system integration and safety of the system — Failure of severe nature 0 marks; Moderate nature 5 marks; failure endanger - low severe nature 10-25 marks

iii) Number of deviations

1. No deviation	5 marks
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: 4 0 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks	
ii) When quality system integration marks and safety of the system	Failure of severe nature - Moderate nature	0 marks failure endanger 5 marks - low severe nature	10-25
iii) Number of deviations marks	1. No deviation	5 marks	
	2. No. of deviations ≤ 2		2
	3. No. of deviations > 2		0

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/PNG/SR 1001038/2026-27/09 dated: 31.10.2026**
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 PNG O&M MANPOWER 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 **clarification purposes** 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

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/PNG/SR 1001038/2026-27/09**
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**
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 : **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**

SECTION: IV

FORMS & FORMAT

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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor /Partners/ Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	
		City:
		District:
		State:
		PIN/ZIP:
6	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
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]
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 *(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Enterpreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)*
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:

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:
Date:

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

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:
Date:

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

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
D. No.: 85-06-23/2,2nd Floor, Above Happy Home Furniture Shop,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
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)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A

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

To,

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2,2nd Floor,
Above Happy Home Furniture Shop,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
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 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

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
Rajahmahendravaram

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.

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:

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:

F-8

CERTIFICATE FOR NON-INVOLVMENT 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:

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 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 suppplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay 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.

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). 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:

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 : .....

F-12
UNDERTAKING ON LETTERHEAD

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:

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 Postal Address & phone nos. of Client. *Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)*	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:

F-14
CHECK LIST

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

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of maual 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.		
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:

F-15

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

F-16

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 FINANCIALSTATEMENT:

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 only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

Membership No.:

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

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.

F-17

~~(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~~

F-18

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 : _____

F-19

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 (Signature of authorized officer of bank)

F-20
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 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 EXTRNAL 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, D. No.85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry – 533107.

ANNEXURE-2

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

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

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 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 obligationto treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the 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.

Section 10 – Miscelleneous 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 D/NO: 85-6-23/2, 2nd Floor,RTC Complex Road, Near Morampudi Junction, Rajahmundry – 533107, 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 GGPLL 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 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 COMFIRM 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:

A. Objective:

The scope includes carrying out the periodic maintenance of Steel/ MDPE network and PNG connections and installations, including functional checks, in order to ensure smooth functioning and to respond to emergency situation like third party damage to GODAVARI GAS assets, customer complaints, equipment breakdown, leakages etc.

It is proposed to engage a service provider who shall be competent enough to execute repairs & maintenance of the network and various components of the installations in the towns detailed below:

Item Category	Work Locations
PART-A	Operation and Maintenance of CGD Network in Rajahmundry, Ravulapalem & Kothapeta.
PART-B	Operation and Maintenance of CGD Network in Amalapuram, Draksharamam, RC Puram, Mandapeta and Rajavolu
PART-C	Operation and Maintenance of CGD Network in Eluru, Jangareddygudem, Bhimadole.
PART-D	Operation and Maintenance of CGD Network in Tanuku, Tadepalligudem.
PART-E	Operation and Maintenance of CGD Network in Kovvuru, Nandamuru, Chagallu and Nidadavolu
PART-F	Operation and Maintenance of CGD Network in Bhimavaram, Palakollu and Narsapur

The Scope of Work shall be same as described as below for all above PART-A, B,C,D,E & F.

B. SCOPE OF WORK: O&M activities in PNG Network in East & West Godavari districts of AP

1. Operation and Maintenance of PE pipeline network consisting of 20 mm to 125 mm size of MDPE pipes including LMC

2. Providing competent manpower i.e. 1 No. of PE Technician, 1 Nos. of GI Plumber cum Conversion Technician, 2 Nos. of Helpers are to be deployed in General shift, however any emergency in night hours shall also be covered in this scope. The Contractor has to provide all the facilities to the manpower such as Accommodation, Food, Mobile Phone facilities, Conveyance facilities,

3. The operation and Maintenance activities includes but not limited to: Attending pipeline damages/fire/shut downs etc patrolling MDPE network, monitoring third party digging work; inspection and cleaning of Valve chambers, pipeline markers; test for leakage using gas detector, logging patrolling reports and taking appropriate action as decided by GGPL.

4. Operations and Maintenance of District Regulating Stations (DRS)/Metering and Regulating Stations (MRS) includes: Cleaning inside and surroundings of DRS/MRS: ensuring proper cleaning, logging and maintaining of parameters and meter reading as and when required; jointing, tightening, dismantling etc of DRS/MRS or part there of as and when required.

5. Maintenance in GI pipeline system including meter and regulator includes: GI installation checking, maintenance, survey of pipeline route, potential points of tap-off etc; record filing/updating, book keeping of network etc. and any other work not mentioned herein but required for safe and smooth functioning of GI pipeline system including meter and regulator.

6. Taking and recording meter recording or domestic, large, small and industrial consumers as and when required.

7. Operation and maintenance of GI installations including conversion of gas stoves, attending to customer complaints etc. includes: RFC of registered customers; Reconversion of stove; attending NO GAS complaints i.e., complaint of gas not coming in the customer house; attending FLAME PROBLEM complaints, i.e., complaint of high or low flame of stove in the customers house; Attending KNOB PROBLEM complaints i.e., complaint of stove knob malfunctioning in the customers house; Attending NEW STOVE CONVERSION complaints i.e., conversion of NEW stove purchased by the customer ; Attending GAS LEAK complaints i.e., complaint of any minor gas leak from the stove or inside the kitchen as per the customer ; Attending TEMPORARY DISCONNECTION complaints i.e., removal of GI piping and meter from the kitchen due to construction work to be carried out by the customer’s inside house/ kitchen ;

Attending RECONVERSION complaints i.e., reconverting the stove to LPG for the customer which are moving out of house to other areas and attending any other complaint not mentioned herein but made by consumer related to PNG supply.

8. Any other job related to O&M activities as assigned by the GGPL engineer/ Representative shall be carried out.

9. SERVICE PROVIDER shall provide uniform/PPEs and identify cards to all his resources.

10. SERVICE PROVIDER shall provide Jhula (Ladder)/hanging arrangement, safety belts, helmets, safety shoes etc. or any other safety equipment not mentioned herein however required for safe operations.

11. Consumables such as gas stove jets, Suraksha hose pipe, GI pipes and fittings shall be provided by GGPL. Tools and consumables like Teflon tape, Hacksaw, Blades drill bits, Acetone, Tissue paper and minimum quantity of require tools shall be maintained by Contractor.

12. Fusion machine, MDPE spares/consumables shall be provided by GGPL. Tools and tackles and other small scale consumables like above mentioned shall be in the scope of contractor.

13. If required emergency consumables like MDPE spares and GI fittings shall be provided by the contractor as directed by EIC or depends on emergency situations at Site.

14. Domestic Bill Distribution as per the requirement of Asset.

C. Scope of Supply:

a. All MDPE PIPE shall be supplied by GGPL. Fusion machine, generator etc. shall be supplied by the GGPL.

b. Emergency equipment like fusion machine, squeeze –off tools, pipe scrappers, PE cutters, generator, fire extinguishers etc. shall be provided by the GGPL to the contractor.

c. MDPE Pipes/fittings/ saddles etc shall be under GGPL Scope

d. Maintaining Emergency vehicle with all tools & tackles as mentioned above & suitable generator supplied by GGPL is under the bidder scope. Emergency vehicle is in the scope of bidder.

1.0 Minimum manpower deployment:

The contractor has to deploy sufficient manpower, not less than the provided in below Table below. Placement of manpower would be decided by GODAVARI GAS officials as per prescribed qualifications and experience. Proof of qualification has to be submitted to GODAVARI GAS.

The manpower requirement mentioned in the below table is tentative and Godavari gas has right to increase or decrease in numbers as and when specified by EIC.

1.1 Tentative Man Power Requirement for all lopcations:

S.No.	Description	General Duty
1	Technician (skilled) for MDPE Network	6
2	Technician (skilled) for GI works	6
3	Helper	12
4	Patrol man	**(21) in 8 hrs shift each**

The frequency of activity may be changed by Godavari Gas, whenever, required. However, Contractor shall follow detailed annual operation & maintenance plan of Godavari Gas for every activity.

All manpower qualification & experience deployed at site shall be as per following:

Description	**Qualification Required**	**Experience**
Technician (skilled) for MDPE Network	ITI/SSC	Relevant 2 years experience with minimum ITI/SSC qualified
Technician (skilled) for GI works	ITI/SSC	Relevant 2 years experience with minimum ITI/SSC qualified
Helper	Minimum 8th/SSC	Minimum 1 year experience in CNG/Petroleum products Industry
Patrol Man	Minimum (10+2)HSC	Minimum 1 year experience in CNG/Petroleum products Industry

1.0 Tools / tackles / equipment / consumables for each site:

I. GGPL shall provide tools & tackles to the contractor.

II. The Contractor shall maintain all Tools / Tackles & Materials of reputed make at all the times, taken from GGPL. Fusion Welding machine, All sizes of Squeezers, Scrapers etc. spares required for repairing MDPE and Steel pipeline damages, shall be in the scope of GGPL. Supply of MDPE pipe/Fittings/Saddles is in the scope of GGPL.

III. Operation & Maintenance of Steel Pipe Network from downstream of Tap-off to the consumer end by keeping it in the healthy condition, so as to provide uninterrupted gas supply to Industrial customers. All operation & maintenance activities are needed to be performed as per O&M plan of GODAVARI GAS, Leak survey along the pipeline route & Industrial customer's end, once in every quarter. During the steel pipeline repair sleeves will be provided by Godavari Gas.

IV. Responding to all emergency situations like third party damage to Steel network/ MDPE Network, GODAVARI GAS assets, customer complaints, equipment breakdown etc., Meter & Flow Readings of Industrial customers on daily basis and, Onsite maintenance of Steel Pipeline, industrial skids & installations, Meters, Regulators, etc. as per schedule & plan.

V. The below mention table shall depict the type and various sizes of tool required to be supplied by the contractor during the period of contract. And these tools must be handed over to GGPL after completion period of the contract.

VI. Supply of DG Set shall be in the scope of GGPL. Fuel shall be in the scope of Contractor

VII. The following tool shall be supplied by the contractor and if required contractor has to purchase tools and tackles specified by EIC as and when required.

VIII. The below mentioned MDPE fittings shall be made available with contractor for repair of MDPE pipeline network.

IX. The Following consumables are in the scope of contractor to carry out the works in time:

i) Soldering wire
ii) Flux
iii) Ethyl Alcohol
iv) Teflon Tape

v) Kerosene oil
vi) Diesel & Petrol (For Pump & DG Set-5.5 KVA)
vii) Tissue paper & Old Cloth etc.
viii) Digging Tools

X. The Emergency vehicle allotted for PNG O&M Activities shall be fitted with all tools &Tackles shall be provided by the contractor to equipment and spares for MDPE and steel before mobilization at site. Any modifications or alterations shall be done as per instructions of EIC before deployment at site by the contractor. Contractor shall supply the following Tools in the emergency vehicle. Minimum following tools, supply is in the scope of contractor

1. Tool box (Full size) Taparia or Equivalent Quality Make with complete tools, 2 set/team.
2. Digging tools (Spade + Crow bar + Ghamela) 4 set/team.
3. Pliers (Taparia or Equivalent Quality Make) with tool set / team
4. Screw driver set (Taparia make) with per team
5. Electric Breaker 01 number per team (Heavy duty electric breaker is required for pavement/concrete breaking
6. Jhoola for high rise set
8. Fire Extinguisher 9 kg 4 Nos per team.
9. Safety Cones & Chain per team.
10. First Aid Box (Industrial type) 1 no
11. Ear plugs (2 sets for each person)
12. Hand Gloves (Cotton + Electrical 22 KV)
13. Extension Board 16 Amps (With 50 Mtrs Cable)
14. Die set (NPT Thread) ½”-11/2”
15. GI cutter
16. Drill machine (13 mm with bits)
17. All sizes of pipe wrench / slide spanner
18. Copper bender (12 mm size)
19. Copper cutter
20. Blow lamp
21. Stop off valve handles
22. Gun Type MDPE Pipe Cutter 20-32 mm
23. Gun Type MDPE Pipe Cutter 63-180 mm
24. Top Tee Cutter
25. MDPE Valve Handles of 32mm dia, 63 mm dia, 90mm Dia, 125mm Dia

XI. The following tools and tackles shall be provided by GGPL to the contractor. Other tools & tackles, if any required in addition to the above shall be in the scope of the contractor.

S.NO	ITEM DESCRIPTION
1	MDPE SDR11, Hydraulic Squeeze-Off Tool (63 mm to 180 mm)
2	MDPE SDR11 Manual Squeeze-Off Tool (16 mm to 63 mm)
3	MDPE SDR11 Pipe Cutter (16 mm to 63 mm)

4	MDPE SDR11 Pipe Cutter (50 mm to 110 mm)
5	MDPE SDR11 Pipe Cutter (110 mm to 160 mm)
6	MDPE SDR11 Peeling Tool (20 mm)
7	MDPE SDR11 Peeling Tool (32 mm)
8	MDPE SDR11 Rotary Peeler (63 mm)
9	MDPE SDR11 Rotary Peeler (90 mm)
10	MDPE SDR11 Rotary Peeler (125 mm)
11	MDPE Pipe Scrapping Tool with Handle
12	MDPE Electro Fusion Welding Machine
13	Generator Set
14	Dewatering pump

3.0 Scope of work for patrolling the pipeline:

i The scope of work covers all the existing and future steel pipeline and MDPE Pipeline laid/ to be laid in respective sites/locations of Godavari Gas Limited and will encompass the steel pipeline laid from the City Gate Station/Tap-offs to various Charge area within the city up to DRS as well as the MDPE Pipeline laid from various DRS to the end users/ customers. This includes the associated facilities required for transportation of natural gas through CGD pipeline network such as valves, terminals, DRS, PRS, MRS etc in the mentioned set of towns. The activities shall but not limited to broadly cover the following activities-

ii **The CONTRACTOR'S / SERVICE PROVIDER'S** scope of work shall consist of providing patrolling services by deployment of suitable patrolling guards for pipeline patrolling to monitor & for surveillance as well as for safety of Pipe line/ Installations etc. The minimum deployment of patrollers should be as per the following Table.

iii The patrolling of the pipe line shall be done length wise. However, the patrolling of the pipe line for Domestic Gas Consumers shall be done area wise/Grid wise.

i. The patrolling of steel pipe line should be done as per requirements specified by EIC and site conditions. Patrolling of steel pipeline shall be carried out by walk.

ii. During the patrolling the patroller should see for any leakage, any third party activities that are going on, any encroachments, any damaged/ missing markers, any other unsafe activity & unsafe conditions etc. on the pipe line route. The MRS (Metering and regulating stations) & DRS (District Regulating station) up to battery limit of Godavari Gas should also be visited by the patroller during the patrolling & check for any leakage in the same. If same is observed then the patroller shall immediately bring it to the notice of O&M Base /in-charge/ station in-charge of the city.

iii. Detailed Procedure for Patrolling

The procedure mentioned below shall be followed by the patrollers/ patrolling teams during the daily patrolling (365 days a year) of pipe line network-

i. To start with the patrolling of the steel/MDPE pipe line, there must be an originating point from where the patroller will start his patrolling & an ending point where the patrolling will be finished. During the return patrolling the terminating point shall become the originating point & vice versa.

ii. The patroller shall be given with the prescribed format along with a writing board & ball point pen which shall be used by him to note down the observations along the pipe line route during patrolling. The patroller should also carry water proof carry bag to keep the patrolling format in the bag to protect the document from rain water during rainy season.

iii. The patroller will start the patrolling in the designated route and carry out a thorough patrolling & checks like Road/Nalah/Rail Crossing, Valve-Chamber, CP stations, Warning/Sign board markers, Excavation on Pipeline, Gas Leakage if any, condition of Markers etc , during the patrolling.

iv. When the patrolling is finished by the patroller & arrive at the end point, the data / observations should be submitted to Supervisor by the patroller.

v. If there is no observation found in the format, the verbal discussion shall be done with the supervisor to apprise him about any third party activities which are going along the pipe line route. If any observation is noticed during patrolling, the patroller/ supervisor shall report the same to Godavari Gas engineer immediately from the site telephonically.

vii. In case of any observation is mentioned &/or narrated by the patroller, then the Supervisor along with the Godavari Gas engineer must immediately rush to the site of the vulnerable location to confirm the third party activity. The vulnerable location format shall be filled by the patroller/ supervisor & shall be submitted to the O&M in-charge of the respective site. The filled-up format after site visit & review shall be submitted to Godavari Gas engineer.

viii. The patrolling formats & vulnerable location formats duly filled & signed by the patroller & the Supervisor shall be handed over to the Godavari Gas representative of the respective site.

ix. Patroller shall intimate for unauthorized work carried out along or across the Godavari Gas pipeline. Some works are very critical like HDD, excavation by JCB, Backhoe/excavator, which should be taken care very seriously. Such activities should be immediately brought to the notice of Godavari Gas.

x. In case of emergency/Any suspicious/Abnormal activity, they will inform the same, to GODAVARI GAS Officials promptly.

xi. For each and every incident occurred, the patroller shall provide pictorial evidence of JCB / Excavator machine with its registration number by using camera in his mobile phone.

xii. Patrolling Guard shall be able to operate the valve chambers, and it shall be the responsibility of patrolling guard to operate the valve chamber in case of any emergency.

xiii. Patrolling Guards with Bicycle/Motor Cycle: All guards deployed for pipeline patrolling should be provided good condition bicycle/Motor Cycle. All patrolling guards while doing patrolling along the pipeline should visit each and every SVs, DRS/MRS (upto battery limit of Godavari Gas) falling on that route. Details of duty and responsibility of individual patrolling guards shall be given on deployment. The pipeline patroller shall count the entire pipeline route marker in the route and if any maker is found missing shall be reported to Godavari Gas designated representative.

xiv. The upper age limit is 45 years for pipeline patroller.

xv. Patrolling Guard should be sufficiently educated (Minimum matriculate) because they have to communicate with GODAVARI GAS staff and other utility agencies

xvi. The patrolling services are to be provided on daily basis on each and every day of the year including Sundays, holidays etc. as per the instruction of EIC, on general or shift pattern.

xvii. SERVICE PROVIDER shall provide safety torches, umbrellas, stick etc. or any other safety equipment not mentioned herein however required for safe operations to each resource at his own cost.

xviii. SERVICE PROVIDER shall provide means of communications like mobile phone having provision of camera to each of his patroller. Provision for monthly sim charges has been kept in his quoted rate in the SOR No separate payment towards Mobile phone instrument, activation charges, maintenance and monthly charges of mobile phones shall be made by Godavari Gas.

xix. SERVICE PROVIDER shall provide bicycles/motor cycle as defined in the SCOPE OF WORK. Provision for monthly sim charges has been kept in SOR rate. No separate payment towards maintenance and running of conveyance shall be made by Godavari Gas.

xx. Boarding & lodging of the patrolling guards shall be in the scope of service provider.

4.0 Providing Uniform and Safety Shoes to all Workers:

i. Providing 1 pair of Uniform (safety shoes i pair, 2 nos. cotton trousers, 2 pair of socks, 2 nos. cotton shirts) and PPE to the contract workers, on yearly basis.

ii. Godavari Gas shall reimburse the cost of safety kits and liveries (sets/year), not exceeding the minimum no of manpower required/day against the SOR item specified in the SOR, on submission of proof of distribution and certification by EIC or his representative. The contractor has to ensure that all the deployed manpower always attends duty in prescribed safety kits and liveries. The contractor must obtain prior approval of the design of EIC before distributing the same.

5.0 Services of JCB/Excavator:

I. Service for digging, backfilling and other similar jobs as and when required to be provided by the contractor as per instruction of EIC.

II. Services of JCB/Excavator for digging and/or excavation activities depending upon site conditions and emergency situations is purely borne by the contractor.

III. By any other means Contractor is holey responsible for the delay in execution of repair works of MDPE pipeline during damage, due to the delay at site for JCB/Excavator engagement.

IV. Excavation and backfilling work is to be carried out with utmost care and disposal of lead and lifts and dressing of soil is to be done to the entire satisfaction of EIC.

V. The JCB is to be deployed by contractor, as and when required as per instruction of EIC.

6.0 Supply and application of paint on piping and structures/Fencing/Pipeline markers:

i The scope of work includes painting of above ground terminal piping, vessels, valves, structural steel pipe supports, walk ways, platforms, railings, fire water line etc as per description given in the tender document and as per various terms, specifications and conditions of the contract.

ii Surface preparation after removal of loose paint / rust material if any with wire brush, emery paper, cleaning with lint free cloth including supply of all necessary paint materials, consumables, brushes, emery paper, tools, tackles, test & measuring instruments and related calibration accessories, support for carrying out the cleaning & painting work as per scope, specifications & special conditions of the contract at various sites. The item includes complete cost of paint removal (wherever required) surface preparation, repainting including material (paint, primer etc.), labour, transportation, and re-lettering/Marking on the pipelines/Structures as per the drawings issued and to the satisfaction of Engineer-in-Charge.

iii Paints and Primers of one of the following manufacturers only shall be acceptable under this tender-

a) Asian Paints
b) Berger Paints
c) Jenson & Nicholson
d) Shalimar Paints
e) Goodlass Nerolac Paints

7.0 Supply of hydra / crane (up to 15 ton capacity:

1. The Hydra/Crane is to be deployed by contractor, as and when required as per instruction of EIC.
2. Any work specified by Godavari gas for shifting of Skids and positioning and erecting of steel structures/skids or material which involves requirement of crane is in the scope of Contractor.

PNG O&M Related Activities

1. Daily Patrolling of Steel, MDPE Pipeline, Meter & Flow Readings of Industrial, Commercial establishments in East & west Godavari Districts of AP. Contractor's personnel should have communication facility like mobile phones provided to emergency crew & landline phone to communicate with office staff stationed at contractor office.

2. Regular leak check and up keeping of DRS, MRS & SERVICE REGULATOR SV & Valve Chambers (Steel & MDPE)

3. Contractor scope shall be limited up to inlet of stove in customer's kitchen.

4. Periodic cleaning of establishment and as per PM plan Leak Detection of all domestic, Industrial & Commercial Connections.

5. If leakage is found in any of the PNG network flange joint, contractor team has responsibility to arrest the same. Work should be carried by non-sparking tools & tackles through flange-joint then attend the leak by tightening the bolts with torque wrench (non-sparking tools) suitable for the flange size and its pressure rating. If this does not rectify the leak replace the gasket.

6. If there is leakage from the isolation valves, make arrangements for positive isolation by using blind flange.

7. Collection of cheque as to carry out the job related to PNG network is in the scope of contractor. Cheques should be deposited on fortnight basis to GGPL.

8. For any additional work after post commissioning of PNG connections, amount should be collected as per the GGPL rate card only.

9. All the maintenance activities covered under this contract shall be carried out at site. The contractor shall be responsible for providing transportation / conveyance facilities for all his personnel.

10. The contractor shall take all the necessary pre-cautions to prevent fire hazards during the execution of the work.

11. Painting of SV is in the scope of contractor & will be paid as per SOR rates.

12. PAINTING WORKS: Painting of Pole Markers with 2-coats (Turning Point /Kilometre Markers /Warning Markers etc.) shall be done. Also, stencilling/ painting of letters on the pole markers from professional painter shall be done. Paint required for complete painting of pole markers shall be in the scope of contractor. Pole markers should be painted at sites where it is installed. Godavari Gas will provide the writing matter to be painted on the pole markers. Godavari Gas will not provide any additional manpower / vehicle for painting of pole markers. (Paint Material and required manpower, Transport etc. is in the scope of Contractor). Painting of pipelines/Structures is to be done as per the engineering standards/codes and color as prescribed by the EIC.

    Painting is to be done after surface preparation after removal of loose paint / rust material if any with wire brush, emery paper, cleaning with lint free cloth including supply of all necessary paint materials, consumables, brushes, emery paper, tools, tackles, test & measuring instruments and related calibration accessories, support for carrying out the cleaning & painting work as per scope, specifications & special conditions of the contract at various sites. The item includes complete cost of paint removal (wherever required) surface preparation, repainting including material (paint, primer etc.), labour, transportation, and re-lettering/Marking on the pipelines/Structures as per the drawings issued and to the satisfaction of Engineer-in-Charge.
    Paints and Primers of one of the following manufacturers only shall be acceptable under this tender-
    a) Asian Paints
    b) Berger Paints
    c) Jenson & Nicholson

13. Paint should be branded make (Asian, Berger etc.) of Godavari Gas approved paint & colour.

14. The above manpower is indicative numbers only and may vary with the communication from Engineering In-charge on requirement basis within the contractual value.

15. If, because of exigency of work, contractor is required to carry out the work round the clock, making all necessary arrangements like relieving his personnel, etc. for his employees shall be CONTRACTORS's responsibility without any liabilities to Godavari Gas.

16. The job mentioned under scope of work shall be carried out as per the work instructions documentation and recommendation of the concerned and as per the guidelines / directions given from time to time to the contractor by EIC/AIC or his authorized representative.

17. If the contractor fails to carry out job within the time stipulated and as per guidelines given by the EIC, GGPL will have full right to get the job done by any other party at the sole risk and cost of the contractor.

18. Personnel of contractor shall abide by the rules and regulations in respect of safety & security of prohibited areas and follows the procedures laid down by GGPL from time to time.

19. In case any unscheduled failure of the installations serviced by the contractor within the contract period, it shall be binding on the contractor to mobilize his manpower along with the required tools and equipment immediately to attend the complaint. It shall be in the scope of

the contractor to reach the site along with trained and competent persons, fully equipped with the necessary tools to carry out the maintenance activity.

20. Maintaining Log Book of all activities on day to day basis. All the Formats & Log Books are in the scope of Contractor & to be printed as per the formats provided by GGPL.

21. All free issue materials, issued by the company to the successful bidder shall be preserved against deterioration and corrosion due to poor or improper storage while under contractor's custody. Any damage or losses suffered on account of non-compliance as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate the company for losses suffered at penal rates.

22. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

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

24. Working site should be always kept cleaned up to the entire satisfactions of the AIC/EIC. Before handing over any work to GGPL, the contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of the AIC /EIC.

25. Contractor's personnel should have communication facility like mobile phones provided to emergency crew & landline phone to communicate with office staff stationed at contractor office.

26. Contractor has to provide the Motor bike/Bicycle to the contractual staff for patrolling activity.

27. Special permissions to cross LBT/ Octroi / Toll area without stoppage in case of big emergency, contractual clauses to draw manpower/ equipment from running PE contractor, blanket digging permission from local authorities etc. is in the scope of Contractor only. Only Statutory payments shall be in the scope of GGPL which shall be reimbursed on submission of the documentary proof.

28. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, I cards while working on premises of the company including work sites, uniform and PPE.

29. The contractor has to provide the services for 24 x 7 basis for handling of emergencies. GGPL will provide the training for DRS filter cleaning, Meter Oil filling, SV Oil filling etc. Once the manpower will train, these activities will be carried out under the supervision of GGPL O&M personal.

30. Painting & Stencilling of Emergency No. on SR, Riser Nos. in the building and SR is in the

scope of contractor.

31. PNG domestic connection & gas geyser connections, integrity checks should be carried on annually basis for PCMC area.

32. During the integrity checks respective domestic customers meters photograph should be taken during the visit without flash.

33. In General, the frequency of activities is as follows (As per the work requirement EIC/AIC is authorized to direct the team accordingly).

Sr. No.	Activity	Frequency
1	Patrolling of Steel & MDPE pipe line	Daily
2	Meter Reading/ Flow Measurement	Daily
3	Logbook Maintain - Shift wise	Daily
4	DRS Pressure Monitoring (Inlet/Outlet/Differential)	Weekly
5	Checking and Cleaning of DRS ,SR, Risers & Valves etc.	As per PM schedule
6	Housekeeping in and around the fencing area of DRS,SV etc	Monthly
7	LPT & LDT testing	As per schedule
8	Foot Patrolling on MDPE & Steel Pipe Line	As per schedule
9	Tap-Off Valve Operational Checks, Cleaning, Painting	Quarterly
10	MDPE Valves Operational Checks, Housekeeping	Quarterly
11	Steel Line Valves Operational Checks , Housekeeping	Quarterly
12	Spares Utilization record to be submitted to GGPL	Monthly
13	Cleaning of DRS/MRS filters , Meter oil filling , SV oil filling	As & When Required
14	Attending the Gas Leak , Under Pressure , Over Pressure ,Gas stoppage	As & When Required
15	Leak Checks of gas geyser installations & Domestic AMC	Half yearly
16	Emergency complaint handling	As and when required

Note: - Any change in activity frequency will be informed by GGPL from time to time & contractor has to follow the same.

34. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

35. CONTRACTOR has to maintain minimum no. of PNG fittings with him. Supply of the below materials shall be in the scope of GGPL. However, contractor is required to be maintained these materials to use in the case of emergencies, the charges of the same materials will be reimbursed to the contractor on production of valid invoices.

S.No.	Description	Size	Minimum Quantity
1	Couplers	1)20mm 2),32mm, 3)63mm, 4)90mm, 5)125mm	Each size of 10 no's
2	Saddles	1)20x32, 2)32x63, 3)63x90, 4)90x125, 5)32x63, 6)32x90, 7)32x125	Each of 10 no's
3	Equal Tees	1)20, 2)32, 3)63, 4)90, 5)125	Each of 10 no's
4	Reducers	1)20x32 2) 32x63 3)63x90, 4)90x125 5)180x125	Each size of 10 no's
5	End caps	1)20mm 2)32mm 3)63mm 4)90mm 5)125mm	Each of 10 no's
6	Repair saddles	1)20mm 2)32mm 3)63mm 4)90mm 5)125mm	Each of 10 no's
7	Transition fittings	1)20mmx1/2" 2)32mmx3/4"	Each of 10 no's

Audit of PNG Domestic connections: Audit of PNG Domestic connections shall be carried out as and when required by the GGPL and as per the prescribed format provided by the GGPL. Audited reports must invariably be submitted.

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SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 Introduction

1.1. Godavari Gas Limited (hereinafter referred as Employer or Owner), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in East and West Godavari Districts of A.P.

1.2. Work Locations: O&M activities are required to be carried out in six sets of towns/villages i.e 20 nos locations in East & West Godavari districts.

PART-A	Operation and Maintenance of CGD Network in Rajahmundry, Ravulapalem & Kothapeta. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor.
PART-B	Operation and Maintenance of CGD Network in Amalapuram, Draksharamam, RC Puram, Mandapeta and Rajavolu. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor.
PART-C	Operation and Maintenance of CGD Network in Eluru, Jangareddygudem, Bhimadole. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor
PART-D	Operation and Maintenance of CGD Network in Tanuku, Tadepalligudem. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor
PART-E	Operation and Maintenance of CGD Network in Kovvuru, Nandamuru, Chagallu and Nidadavolu. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor
PART-F	Operation and Maintenance of CGD Network in Bhimavaram, Palakollu and Narsapur. Contractor is required to operate the contract from one place as his office as decided mutually by the EIC and contractor

2.0 Brief description of project and details of infrastructure:

2.1. The present project is related to Operation & Maintenance (O&M) of Steel / MDPE Pipeline Network and PNG connections CGD networks for selected cities in East and West Godavari districts and O&M of steel P/L network for supplying natural gas to industrial customers. It is proposed to engage the services as per details furnished in this Bid documents.

3.0 BRIEF SCOPE

3.1 For CGD in East and West Godavari Districts

The scope includes carrying out the periodic maintenance of Steel & MDPE network and PNG connections installed in East & West Godavari districts, including functional checks, in order to ensure smooth functioning and to respond to emergency situation like third party damage to GODAVARI GAS assets, customer complaints, equipment breakdown etc. It is proposed to engage a service provider who shall be competent enough to execute repairs & maintenance of the network and various components of the installations.

4.0 Responsibilities of the contractor and compliance with labor/industrial laws:

The contractor has to pay following wage components to the persons engaged by him in Godavari Gas Limited (Table 3)

TABLE – 3

S.No	Wage Components	Rates
1	Minimum Wage	Minimum wages notified from time to time by Central or State govt whichever is higher.
2	Provident fund contribution including employee Deposit linked Insurance and Administrative charges	13.0% of minimum wages(or As per latest govt. norm up to date)
3	Employee State insurance (ESI} contribution or Insurance policy coverage under Employee's Compensation Act,1923	3.25% of minimum wage shall be reimbursed to the contractor by Godavari Gas Limited on submission of copy of supporting documents and proof of payment of monthly contribution towards ESI.
4	Bonus	8.33% of wage (To be paid to the contract workers along with monthly salary by the contractor on submission of proof of payment of bonus).
5	Death Gratuity	Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to The contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
6	Leave wages as per Factories Act/ Rules or Shops & Establishment Act of respective	8.33% of minimum wage will be paid, along with the monthly salary. Compliance to be done in terms of the statutory

	State	provisions and same be reflected in Attendance Register and Leave Records by the contractor.
7	Overtime for working extra work /Compensatory off (provision for over time should be made in the contract value as per requirement)	Over time as applicable under Factories Act, 1948 or Shops & Establishment Acts of Respective State. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970. The over time charges are to be borne by contractor.
8	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948	Contractor has to distribute safety kit and liveries (2 pairs of shirts, trousers, socks, one pair of safety shoes & helmet etc. per year as per safety norms of Godavari Gas Limited). The cost will be reimbursed on submission of proof of distribution (The distribution list shall be certified by EIC or his representative) through the concerned SOR in RA bill.

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

B. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.

C. The contractors shall submit the Electronic Challans cum Returns (ECR) along with bank receipts/ bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authorities and ESI contribution with ESI Authorities.

D. The contractor is required to obtain labour license under the provisions of Contract labour (R&A) Act, 1970 from the office of concerned ALC (Central), Ministry of Labour, Govt. of India.

E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.

F. The contractor shall be solely responsible and indemnify the Godavari Gas Limited against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

G. The contractor shall indemnify Godavari Gas Limited against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

H. All personnel deployed by the contractor should be on the rolls of the contractor.

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

J. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of Godavari Gas Limited while a t the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.

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

L. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.

M. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify Godavari Gas Limited for any action brought against him for violation, non-compliance of any act, rules & regulation of central/ state/ local statutory authorities.

N. All existing and to be amended from time to time the safety/ fire rules of Godavari Gas Ltd are to be strictly adhered to.

O. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.

P. Payment of wages (inclusive of minimum wage + 8.33% Bonus+ 8.33% Leave Encashment) to the contract workers must be made through e-banking only. The Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by both the contractor and EIC (or his representative). Further, a copy of certified and signed duly stampede-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill.

Q. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured I diseased. Contractor shall indemnify Godavari Gas Limited from all such liabilities.

R. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labors engaged by him from the Corporation.

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

T. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner/ GODAVARI Gas Limited, will terminate the contract immediately and may refer the case to police.

U. The contractor hereby agrees to indemnify owner/ Godavari Gas Limited and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority I statutory authorities against owner/ Godavari Gas Limited.

V. The contractor is required to file Half Yearly Return in FORM XXIV before concerned ACL (Central), the Licensing Officer within 30 days from the end of Half Year.

W. The following documents shall be submitted by the Agency/contractor to the Engineer In-Charge at various stages during the currency of the contract:

a. Immediately after issuance/ receiving of Fax of Acceptance (FOA)/ Letter of Acceptance (LOA):

1. Application for issuance of Form –V for obtaining Labour License from Licensing authority for engaging 20 or more contract workers.
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters to the persons to be engaged in Godavari Gas Limited by the contractor.
5. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged in Godavari Gas Limited
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable).
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESIC identity/smart Card of Contract persons.

b. At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative.
2. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and Godavari Gas Limited EIC.

3. Copy of Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by both the contractor and EIC (or his representative) certifying that "Certified that the amount shown in the column No.----- has been paid to the workman concerned through e-banking on----- (date) at ---------- (place)".
4. 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.
5. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.
6. Any other documents required as per the laws of the land.

c. Registers/document to be maintained by the contractor:

i Contract Labour (Regulation & Abolition), Act,1970 & Payment of wages Act,1936: During the currency of the contract, the contractor has to maintain registers e.g.:

1. Muster Roll in FORM-XVIII
2. Register of workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX
5. Register of Overtime in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX .
9. Issuance of valid Identity Card by the contractor IN FORM XIV.
10 Any other required by statutory authorities.

ii Employee State Insurance Act,1948: : During the currency of the contract, the contractor has to maintain registers e.g.:

1. Register of employees in FORM-6
2. Accident Book in FORM-11

iii Provident Fund & Misc. Provisions Act, 1952

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

d. At the time of closure of contract:

1. The contractor has to submit No claim certificate and No Dues certificate along with the Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying Godavari Gas Limited from all liabilities w.r.t. the persons engaged by the contractor regarding

payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond

2. Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the contractor.
3. Change in quantities of items during execution: If the quantities of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-in-Charge shall be final and binding.
4. Self-assessment of work: The quoted rates shall be deemed to have been arrived after first hand self assessment of work front by the contractor by visiting the concerned location of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase/revision in their quoted/awarded rates and not being aware of local conditions.
5. Defect liability Period: The defect liability period shall be six months from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Engineer- In- Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.
6. Contractor shall also provide services on Saturday, holidays including Sundays (until and unless instructed otherwise by EIC) and nothing extra shall be payable on this account. The Contractor shall make his own arrangement for housing himself and his staff. Godavari Gas will not provide any accommodation.
7. Contractor shall in no case lease/ transfer/ sublet the job awarded to the contractor.
8. The Service provider shall defend and indemnify Godavari Gas Limited from all suits, actions, claims, demands, liabilities, damages and expenses arising out of personal injury or death resulting there from to any of its personnel, while providing the services.

5.0 Payment Procedure:

5.1 Monthly running bills to be submitted by the Agency/Contractor for verification and certification by Site-ln-charge (SIC) at site. Subsequently, the bills will be duly certified by Engineer-ln-charge (EIC) or a person authorized by him.

5.2 Payment will be made on monthly basis, after submission of all requisite documents for the claim month.

5.3 The final bill shall be submitted by the Agency/Contractor within a month from the date of completion of the contract. Payment for the last month will be done on pro-rata basis for the number of days the contract was deployed till the date of completion.

6.0 GENERAL:

6.1 Any failure on the part of the Employer at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Employer to exercise the same at any later date.

6.2 The work will be supervised by Employer's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

6.3 During the tenancy of this contract, Employer can increase and/or decrease the quantity of the work/ Service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

6.4 Employer shall have right to transfer or change the work site location of the contract employees under this contract, depends on site situations and adequate requirement by the employer.

6.5 Contractor will have to mobilize his resources immediately after intimation from EIC or from the date of Fax of Acceptance (FOA). The contract period shall be reckoned from the date of FOA.

6.6 Provision of wage revision: Provision of wage revision is applicable in the rates of SOR as per the notification/ order of Ministry of Labour and Employment, Govt. Of India and the same shall be payable only on submission of proof of notification/ order along with the documentary proof of disbursement of salary along with all its applicable components on revision of wages.

6.7 Bidder will submit the CV and experience details of personnel to the owner for approval of recruitment on his roll. Necessary interview shall be taken by owner prior to deploying them at station.

6.8 The job mentioned under scope of work shall be carried out as per the work instructions, documentation and recommendation of the concerned EIC or his representative and as per the guidelines / directions given from time to time to the contractor by EIC or his authorized representative.

6.9 If the contractor fails to carry out job within the time stipulated and as per guidelines given by the EIC, GODAVARI GAS will have full right to get the job done by any other party at the sole risk and cost of the contractor as per the relevant clauses in General Conditions of Contract (GCC).

6.10 Personnel of contractor shall abide by the rules and regulations in respect of safety & security of prohibited areas and follows the procedures laid down by GODAVARI GAS from time to time.

6.11 In case any unscheduled failure of the installations serviced by the contractor within the contract period, it shall be binding on the contractor to mobilize his manpower along with the required tools and equipment immediately to attend the complaint. It shall be in the scope of the contractor to reach the site along with trained and competent persons, fully equipped with the necessary tools to carry out the maintenance activity.

6.12 All free issue materials, tools & tackles issued by the company to the successful bidder

shall be preserved against deterioration and corrosion while under contractor's custody. Any damages or losses suffered on account of non-compliance as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate the company for losses suffered at penal rates.

6.13 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment etc. shall be deemed to be included in the prices quoted against SOR.

6.14 All peripherals, stationary, writing pads etc. required for preparation of reports will have to be supplied by vendor. The charges to be included in the quote against SOR item (Material charges).

6.15 Reliever to the shift personnel to be provided after taking prior approval of EIC.

6.16 The manpower deployment pattern shown above is only directional and actual deployment pattern may be changed as per the site requirement.

6.17 In principal bidder has to provide office spaces to their staff in each operational area. Cost implication on account of this has to be considered by the bidder in overall contract price. Also whenever /wherever Godavari Gas provide the office spaces Rs.25,000/- per month / office will be deducted from their RA bill.

6.18 The attendance muster should be maintained at every site and the same will be verified during the processing of RA Bills submitted by the contractor

6.19 Contractor offices should be equipped with required infrastructure namely Furniture, Landline telephone, Computer, Printer, Scanner, Internet connectivity etc.

6.20 Contractor should get the office set up verified by concerned Godavari Gas Officer and Copy of Registration Papers/ Agreement, address proof document of the office should be submitted along with the documents of contract acceptance before the commencement of contract period. The agreement should be in contractors Name/Firm.

6.21 Contractor should provide trained manpower with required work experience in the field of PNG activity.

6.22 Contractor should provide its photo identity card to all the employees deployed for PNG O&M. These ID-cards has to be constantly displayed during the duty hours. The ID card should be reissued immediately in case of lost or damage.

6.23 Shuffling of man power from one area to other should be done only in consultation with Site Incharge/EIC.

6.24 Stationary required in the day to day operations e.g. Envelops, papers, calculator, Register etc is in the scope of contractor etc.

6.25 Bidders to keep provision for leave/weekly off/holidays as per standard labour laws.

6.26 No overtime shall be paid by owner (Godavari Gas).

6.27 Bidder to prepare monthly shift schedule well in advance & get its approval by owner.

7.0 TRANSPORTATION:

7.1. Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost. Contractor will also be responsible for taking delivery of free issue material from Employer's store and Transportation to place of work and reconciliation of the free issued material. Any short fall during reconciliation shall be recovered from the contractor's bills with 20% OWNER'S OVERHEAD.

7.2 The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. Godavari Gas does not make any commitment to provide his employees with facilities such as office accommodation, transport, canteen, tea, toilet, telephone etc.

8.0 EXECUTION OF WORK:

8.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment, labour etc. for execution and maintenance of WORK till completion.

8.2 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Employer shall have no obligation in this respect. The Employer shall not be responsible for providing any medical assistance to the contractor personnel.

8.3 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

8.4 Any misshapen to the employee working under the contract, during the work execution without following proper safety and/or without intimation to EIC shall be on account of CONTRACTOR only. The cost or any medical treatment related expenses shall be completely borne by the contractor.

9.0 INTERPRETATIONS:

9.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

9.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

9.3 Notwithstanding the sub-division of the Contract Documents into 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 Agreement so far as it may be practicable to do so.

9.4 Bidder/Vendor/Contractor/Service Provider carries the same meaning and is being used interchangeably in the tender document.

9.5 Owner/Employer/Godavari Gas/EIC carry the same meaning i.e. Godavari Gas Ltd. and is being used interchangeably in the tender document.

10.0 INSPECTIONS AND TEST OF MATERIAL UNDER CONTRACTOR'S SCOPE:

10.1. All Workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the Engineer – In – Charge and shall be subjected from time to time to such test at Contractor's cost as the EIC may direct at the place of manufacture or fabrication or on the site or at all or any such places.

10.2. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the EIC. All the tests that will be necessary in connection with the execution of the WORK as decided by the EIC shall be carried out at the field testing laboratory of the Employer by paying the charges as decided by the Employer from time to time. In case of non- availability of testing facility with the Employer, the required test shall be carried out at the cost of the Contractor at Government or any other testing laboratory as directed by the EIC. If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor as per instructions of EIC and cost of such tests shall be reimbursed by the Employer.

10.3. If any inspected or tested material fail to conform the specifications, the Employer may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Employer.

10.4. The Employer's right to inspect, test and where ever necessary reject the material after the material's arrival in the Employer's site shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Employer or their representative prior to the material shipment from the material supplier.

10.5. The GODAVARI GAS or their representative shall reserve the right to inspect/witness, review any or all stages or work at shop/site as deemed necessary for quality assurance.

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

11.0 NON COMPLIANCE RATIONALIZATION:

11.1. In case of non-availability of required material to be provided by the contractor and the material being available with GODAVARI GAS, it can be issued to the contractor

on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate /Market rates in absence of non-availability of PO rates plus 20% OWNER'S OVERHEAD CHARGES. However, any delay on account of non-availability of material shall be to the contractor's account for applicability of PRS clause.

12.0 REQUIREMENTS FOR CONTRACTOR AT SITE:

12.1. Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site.

12.2. Contractors shall make appropriate arrangements to ensure that their supervisors are adequately mobile and can attend sites or meetings with GODAVARI GAS, other authorities or customers as required, without any undue delay.

13.0 COMPLIANCE WITH LAW:

13.1 Contractor shall abide by all prevailing Laws of India including but not limited to

Employees PF and Miscellaneous Provisions Act.
Apprentices Act.
Contract labour (Regulation & Abolition) Act.
Employers Liability Act.
Environment Protection Act.
Factory Act.
Industrial Dispute Act.
Minimum Wages Act.
Payment of Wages Act.
Workman Compensation Act.
Any other Statute, Act, Law as applicable.

14.0 SITE CLEANING

14.1. Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer–in-charge for easy access to work site and to ensure safe passage, movement and working.

14.2. The Contractor shall dispose off the unserviceable materials, debris etc. to any area, as decided by the Engineer–In–Charge. No extra payment shall be paid on this account.

15.0 COMPLETION DOCUMENT:

Contractor shall submit the following documents in hard binder, as a part of completion documents:

- Material Reconciliation.
- All other requirements as specified in the respective specifications. Completion Certificate issued by Owner's Site Engineer.
- No claim certificate by the Contractor. No Dues certificate by the Contractor.
- Indemnity Bond on Stamp Paper of Rs. 100. Recovery statement, if any.
- Copies of deviation statement and order of extension of time, if granted. Any other contractual documents required on completion.

16.0 GENERAL:

16.1. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform while working on premises of the Employer including work sites.

16.2. Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

17.0 AHR ITEMS:

17.1. Where ever the quoted rates for the items exceed 50% of the owner's estimated rates, such items will be considered as Abnormally high Rates Items (AHR) and payments of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates –

Rates as per SOR, quoted by the Contractor.
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 profit, overhead & other expenses.

18.0 MEASUREMENT OF WORKS:

Measurement of WORKS shall be made in the units mentioned in the Schedule of Rates as per details given in Technical / Standards specifications. Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the Contractor in the presence of the representative of the EIC. In such cases payment will be made on actual measurements.

19.0 The personnel deployed should not to be under the influence of drugs / alcohol during duty hours and should maintain well behavior with all concerned officials and other contractors.

20.0 CONTRACT PERIOD:

Contract shall be for the period of Eighteen Months from the date of LOA which is further extendable for another 6 months on same terms and conditions of tender document at sole discretion of Godavari Gas.

21.0 MOBILISATION PERIOD:

The deployment for the services shall be immediate from the date of LOA. In case of failure, GODAVARI GAS reserves the right to cancel the contract.

22.0 TERMINATION:

If the contractor fails to complete the work as per the details given above to complete the work in stipulated time as per satisfaction of the engineer in-charge or fails to observe all

terms and conditions of this contract, GODAVARI GAS may terminate the Contract by issuing a one week notice. In such case Godavari Gas may get executed the balance SOR Quantities by engaging other agency/agencies on the risk and cost of the contractor as per the relevant clauses in GCC.

Godavari Gas may, at its own discretion terminate the contract without mentioning any reason, thereof, by giving 30 days' notice to the contractor. The contractor has to vacate the site on expiry of 30 days period and hand over the site to Godavari Gas representative in good condition.

23.0 EXTRA ITEM:

Any other work not included in SOR, but is necessary to carry out for ensuring smooth Operation and Maintenance, the contract shall execute the same as an extra item and the payment in such cases, shall be made as per relevant clauses in GCC.

24.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

1 All the safety rules and regulations prevailing and applicable from time to time at the installation as directed by EMPLOYER will be strictly adhered to by the Contractor.

2 Contractor has to ensure the safety of man and machine all the times. Damages to equipment due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.

3 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site/ in the terminals / installations, is strictly prohibited.

4 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

5 In addition to the PRS clause defined in GCC, the penalty will be imposed as per instructions of the EIC, in case Contractor fails to follow safety norms and barricading as defined in the tender document under penalty clause.

6 Safety is of paramount importance while carrying out the maintenance activities.

7 Contractor shall obtain the necessary work permits while working at all sites from GODAVARI GAS & observe all the terms & conditions mentioned thereof. Contractor shall educate/instruct his labors for strictly obeying of "NO SMOKING" at all sites.

8 The contractor shall take all the necessary pre-cautions to prevent fire hazards during the execution of the work, necessary safety measures should be taken while venting the gas.

9 Contractor shall provide all required Personal Protective Equipments during performing the entire job.

10 Contractor shall ensure all prevailing norms for preserving the environmental aspects especially no throwing of oil, grease & other chemicals. Also, to ensure the cleaning of site after completion of job.

11 Contractor shall ensure that existing installations at sites like cables, copper tubing's, electrical installation, etc. are not damaged during the job.

12 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.

25.0 PENALTY:

Apart from the above, the following criteria also entitles for the imposition of penalties. In case, agency fails to provide the services during contract period or does not follow the tender conditions, penalty may be imposed as below:

25.1 If there is any shortfall in deployment of manpower as per SOW above or not able to provide any requisite service or found being involved in malpractice / misconduct, Godavari Gas shall impose a penalty of 3 times of the amount based on minimum wage of the related wage category of manpower. In case of misconduct / malpractice / inefficiency, decision of EIC shall be final.

25.2 The contractor has to disburse wages/salary (inclusive of minimum wage + 8.33% Bonus+ 8.33% Leave Encashment) to every Personnel on or before 07th date of each month through e-banking to bank accounts of individual employee through any reputed bank. The agency must submit Proof of e-payment of wages along with RA bills.

If salary is not disbursed to employees by 7th of every month, Godavari Gas may impose a penalty of Rs. 100/- per day per employee from the contractor's corresponding month's RA bill / any subsequent RA bill. Similarly, the contractor has to deposit PF Contribution (Employee plus Employer's Share) by 15th of successive month, else Godavari Gas may impose a penalty of Rs. 100/- per day per employee from the contractor's corresponding month's RA bill/ any subsequent bill month's RA bill. Also, the contractor has to deposit ESI subscription by 15th of successive month, else Godavari Gas may impose a penalty of Rs. 100/- per day per employee from the contractor's corresponding month's RA bill/ any subsequent month's RA bill.

25.3 It may be noted by the bidders that Godavari Gas shall be free to deduct penalty even from the Performance Bank Guarantee.

25.4 All of the contractor's manpower must wear prescribed uniform provided by the contractor, all the time. The design of uniform and logo shall be approved by Godavari Gas. In case of non-compliance, a penalty of Rs. 100 per incident per employee may be deducted from the RA Bills.

25.5 The contractor shall ensure that deployed manpower shall not indulge in any type of destructive activities. Any loss of Godavari Gas property shall be recovered from the RA Bill and / or CPBG at the rate of 2 times the value of the damaged property.

25.6 The Diesel/Petrol Generator Set must be available round the clock, to handle emergency situations. The Generator Set provided should not be more than two year old from the date

of mobilization. If at any time, it is found or observed that the Generator set is not available or is not working, a penalty of Rs 2000/- per incident may be imposed and deducted from RA bills / CPBG. Generator Set not mobilized will be considered absent.

25.7 Penalty of Rs. 100/- per incident against non-observation and non-compliance of statutory requirements and HSE during execution of O&M work.

25.8 Penalty of Rs. 100/- per incident against non-availability of any tool / tackles may be levied.

25.9 Patroller to be deployed for patrolling the pipeline will have to make round along the pipeline area & will be required to travel minimum 30 km (total travel in a day) from designated starting point as decided by EIC, which shall be planned by the Godavari Gas EIC/, with specified route during the 08 hours duty. In case of any failure by patroller to adhere to the specified kilometer travel in every shift or deviation from specified route without a valid reason, a penalty of Rs. 100/- per instance shall be deducted from the RA bill of the service provider.

26.0 EVALUATION & AWARDING:

PART-A, B, C, D,E &F are considered as single item. Price Bids shall be evaluated on overall contract value basis i.e. considering price quoted against all items of Schedule of Rates inclusive of all taxes & duties etc. and accordingly order will be placed on the least quoted contractor.

27.0 PREAMBLE TO SCHEDULE OF RATES (SOR):

27.1 The schedule of rate shall be read with all other sections with this bidding document.

27.2 The contractor is deemed to have studied drawings/specifications and details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.

27.3 The quantities given in the Schedule of Rates are indicative, tentative and approximate. Actual quantities may vary during execution of works against various items, as per final approval of the Engineer in-charge.

27.4 All costs and expenses for mobilization, equipment, transport and personnel to start the work within the stipulated time schedule shall be included in the item rate.

27.5 No claims whatsoever, except other than quantities actually executed due to any changes in the extent/ Scope of work, shall be admissible. Quantities mentioned against each SOR line of items are tentative and may decrease or increase.

27.6 The payments of works shall be made against quantities actually executed. Contractor shall get all quantities executed duly certified by the Engineer-in-charge during the course of execution of works. Certified copies of measurements shall form the part of the invoice.

27.7 Bidders are required to quote for all items of Schedule of Rates.

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, 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.

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
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 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 Protal, 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 **From -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.
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 From 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) <u>Immediately after issuance/receiving of Letter of Acceptance (LOA)</u>

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) <u>At the time of submission of monthly bills</u>

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 **From -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.

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 _____
(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)

SCHEDULE OF RATES PART-A (MANPOWER SERVICE)

Sl. No.	Service Description	Category	Maximum No. of Personnel requirement in a month	Total No. of Man Months	Monthly Unit Remuneration incl. PF & ESI (Rs.)	Total Remuneration incl. PF & ESI (Rs.)
1	PNG O&M Activities: All activities involved in the O&M of MDPE/Steel Network including DRS/Valves/regulators/meters etc. are to be carried out in the above Group of towns in order to ensure uninterrupted gas supply to Domestic, Commercial and Industrial customers. Providing services of PNG Team					
1A	MDPE Technician	Skilled	6	108	25,623	27,67,284
1B	GI Technician	Skilled	6	108	25,623	27,67,284
1C	MDPE Helper	Un Skilled	6	108	18,732	20,23,056
1D	GI Helper	Un Skilled	6	108	18,732	20,23,056
2	Providing services of patrolling on round the clock basis (One person per one Town/City/Village) including Cycle/bike conveyance, telephone sim charges Patrolling activity. Scope of Work to be covered by the contractor is as per the tender.	Un Skilled	21	378	18,732	70,80,696
					Sub Total Contract Value Excl. GST (A) in Rupees	1,66,61,376
					Service Charge in % applicable on (A)	
					Service Charge in Rupees (B)	
					Total Contract Value Excl. GST and Incl. Service Charge (C) = (A)+(B)	
					(D)= GST in Rupees @ 18% on (C)	
					Total Contract Value Incl. GST @ 18% and Incl. Service Charge in Rupees	

SCHEDULE OF RATES PART-B (O&M SERVICE)

Sl. No.	Service Description	UOM	Qty.	Unit Rate (Rs.)	Total Amount Excl. GST (Rs.)
1	Painting of above ground piping & structures as per scope of work	M2	300		
2	Replacement/Supply of Valve chamber covers as per scope of work.	No's	50		
3	Construction of MDPE Valve Chamber pits	No's	10		
4	Supply and Installation of RCC Route Markers	No's	250		
5	Hiring of Earth Moving Equipment like JCB, Hydra, Buldozer, Tractor mounted Air Compressor	Hours	96		
				Sub Total Contract Value Excl. GST in Rupees	
				GST in Rupees @ 18% in Rupees	
				Total Contract Value Incl. GST @ 18% in Rupees	

Signature of Authorized Signatory:.....
Name:.....
Designation:.....