



# 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 LIGHT COMMERCIAL VEHICLES (LCV'S) FOR CGD PROJECT OF  
GGPL IN EAST AND WEST GODAVARI DISTRICTS OF AP**

## OPEN DOMESTIC COMPETITIVE BIDDING

(Tender No.: GGPL/C&P/LCV/SR 2605/2023-24/07 Dt. 04.01.2024)

**DATE & TIME FOR PRE-BID MEETING: 11.01.2024 at 15:00 Hrs. (IST)**

**DUE DATE & TIME FOR**

**BID SUBMISSION**

**: 25.01.2024 at 1400 Hrs. (IST)**

**DUE DATE & TIME FOR BID OPENING : 25.01.2024 at 1500 Hrs. (IST)**

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E-mail : [vijayabhaskarj@gail.co.in/kavya.gorle@apgdc.in](mailto:vijayabhaskarj@gail.co.in/kavya.gorle@apgdc.in)

Website: [www.godavarigas.in](http://www.godavarigas.in)

## **CONTENT**

Section: I	INVITATION FOR BID (IFB)
Section: II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
Section: III	INSTRUCTION TO BIDDERS
Section IV	FORMS & FORMAT
Section V	GENERAL CONDITIONS OF CONTRACTS – WORKS (GCC- WORKS)
Section VI:	SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT
Section VII:	SCHEDULE OF RATES

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

**"INVITATION FOR BID (IFB)"****SECTION-I****Ref No: Tender No.: GGPL/C&P/LCV/SR 2605/2023-24/07 Dt. 04.01.2024****To,****PROSPECTIVE BIDDERS****SUB: HIRING OF LIGHT COMMERCIAL VEHICLES (LCV'S) FOR CGD PROJECT OF GGPL IN EAST AND WEST GODAVARI DISTRICTS OF AP****Dear Sir/Madam,**

1.0 GGPL invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

[A]	BRIEF SCOPE OF SERVICE/JOB	<b>HIRING OF LIGHT COMMERCIAL VEHICLES (LCV'S) FOR CGD PROJECT OF GGPL IN EAST AND WEST GODAVARI DISTRICTS OF AP</b>
[B]	TENDER NO. & DATE	<b>GGPL/C&amp;P/LCV/SR 2605/2023-24/07 Dt. 04.01.2024</b>
[C]	TYPE OF BIDDING SYSTEM	<b>TWO BID SYSTEM</b>
[D]	TYPE OF TENDER	<b>OPEN DOMESTIC MANUAL TENDER</b>
[E]	CONTRACT PERIOD	3 Years from date of FOA/LOA whichever is earlier As per Clause no. 9 of SCC
[F]	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<b>APPLICABLE Amount Rs. 14,39,000/- Exempted to MSE's</b>
[G]	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From <b>04.01.2024 (17.00 Hrs, IST) to 25.01.2024 (14:00 Hrs, IST)</b> on following websites:  (i) GGPL's Tender Website – <a href="http://www.godavarigas.in">http://www.godavarigas.in</a>
[H]	DATE, TIME & VENUE OF PRE BID MEETING	<b>At 15:00 hrs.(IST) on 11.01.2024</b> 101 & 102, 1 <sup>st</sup> Floor, Ocean Park, Beach Road, Maharanipeta City: Visakhapatnam, Andhra Pradesh. ZIP Code: 530002 Country: India

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

[I]	DUE DATE & TIME OF BIDSUBMISSION	Up to 1400 hrs. (IST) on 25.01.2024
[J]	DATE AND TIME OF UNPRICED BID OPENING	Date & time: 25.01.2024 .At 15:00 hrs. (IST)
[K]	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Vijaya Bhaskar Jami Designation: Chief Manager (CGD) Phone No. & Extn : E-mail : <a href="mailto:vijayabhaskarj@gail.co.in">vijayabhaskarj@gail.co.in</a> / <a href="mailto:kavya.gorle@apgdc.in">kavya.gorle@apgdc.in</a> ; 8919148598

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- ~~4.0 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~~
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 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.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.
- 8.0 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.

- 9.0 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.

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**

10.0 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.

11.0 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 : Vijaya Bhaskar Jami

Designation: Chief Manager (CGD)

E-mail ID : [vijayabhaskarj@gail.co.in](mailto:vijayabhaskarj@gail.co.in)

Contact No. :

Page 7 of 153

## **SECTION-II**

# **BID EVALUATION CRITERIA & EVALUATION METHODOLOGY**



## **BID EVALUATION CRITERIA (BEC)**

### **TECHNICAL CRITERIA:**

1. The bidder should have experience in transporting CNG/ LPG/Petroleum Products. Bidder should have executed at least one contract for transporting CNG in CGD / Bulk inflammable products / LPG in Refinery / Natural Gas / Petro chemical / Fertilizer / Hydrocarbon Sectors for a value not less than **Rs. 36 Lakhs** excluding GST in any of the last seven years reckoned from the bid due date. In support of the above, bidder must submit documentary evidence in 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.
2. The bidder should own at least TWO Vehicles/Tankers meant for transporting petroleum products/LPG/LHC and approved by the Petroleum and Explosives Safety Organization (PESO). In support of the above, bidder must submit documentary evidence in form of vehicle registration in the name of bidder and valid PESO license for transportation of Petroleum products/LPG/LHC.

**OR**

Bidder should own at least one vehicle of minimum 6 tons or higher capacity carrier for the purpose of Transportation of CNG. In support of the above, bidder must submit documentary evidence in form of vehicle registration in the name of bidder

### **Note:**

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

*b) In case of running contracts which meet BEC, if the contract value executed till one day prior to the due date of submission is equal to or more than 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 end user/owner/ or their consultant who has been authorized by them to issue such certificates*

**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/services, various components/items, period and Actual value of executed work.
- d. Date of actual completion, successful execution of work.

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

### **3. FINANCIAL CRITERIA:**

- A. **Annual Turnover:** The Average Annual Financial Turnover of the bidder should be at least **Rs. 1.2 Cr** in any of the preceding three financial years.
- B. **Networth:** The bidder must have POSITIVE Net Worth as per latest audited annual financial statement.
- C. **Working Capital:** As per the last audited financial statement, the bidder should have minimum working Capital of at least **Rs. 24 lakhs**. If the working capital of the bidder is less than **Rs. 24 lakhs**, then the bidder should supplement this with letter from bank, having net worth

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

not less than Rs.100 crores, confirming the availability of line of credit for at least **Rs. 24 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.
- 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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

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

#### **4. RELAXATION OF PRIOR EXPERIENCE & TURNOVER CRITERIA NORMS FOR STARTUP: Not Applicable**

#### **5. 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 Overall cost basis for complete scope of services inclusive of all taxes & duties, GST etc.
- iii) In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.
- iv) SOR quantities are split-able and shall be awarded in 58:42 ratios to L1 & L2 Bidders (i.e. 7 LCVs to L1 & 5 LCVs to L2 subject to matching with L1).

Sl. No.	Bidder	No. of vehicles to be Deployed	Deployment Methodology	
			Immediately after placing WO	Within 6 months from the date of WO
1	L1	7	6	1
2	L2 (Subject to matching with L1 Price)	5	4	1

For this distribution purpose, L2 bidder shall be asked to match L1 Price. In the event of L2 bidder not agreeing to match L1 Price, then L3, L4.... and so on bidder shall be asked to match L1 Price, so as to select Two bidders as prescribed above for placing of order.

- v) Public Procurement Policy for Micro and Small Enterprises Clause pursuant to relevant Clause of 40.0 of ITB

## **SECTION-III**

### **INSTRUCTION TO BIDDERS** **(TO BE READ IN CONJUNCTION WITH** **BIDDING DATA SHEET (BDS)**

**SECTION-III**  
**INSTRUCTION TO BIDDERS**

**INDEX**

- [A] **GENERAL:**
1. SCOPE OF BID
  2. ELIGIBLE BIDDERS
  3. BIDS FROM CONSORTIUM / JOINT VENTURE
  4. ONE BID PER BIDDER
  5. COST OF BIDDING
  6. SITE-VISIT
- [B] **BIDDING DOCUMENTS:**
7. CONTENTS OF BIDDING DOCUMENTS
  8. CLARIFICATION OF BIDDING DOCUMENTS
  9. AMENDMENT OF BIDDING DOCUMENTS
- [C] **PREPARATION OF BIDS:**
10. LANGUAGE OF BID
  11. DOCUMENTS COMPRISING THE BID
  12. SCHEDULE OF RATES / BID PRICES
  13. GST (CGST & SGST/ UTGST or IGST)
  14. BID CURRENCIES
  15. BID VALIDITY
  16. EARNEST MONEY DEPOSIT
  17. PRE-BID MEETING
  18. FORMAT AND SIGNING OF BID
  19. ZERO DEVIATION & REJECTION CRITERIA
  20. E-PAYMENT
- [D] **SUBMISSION OF BIDS:**
21. SUBMISSION, SEALING AND MARKING OF BIDS
  22. DEADLINE FOR SUBMISSION OF BIDS
  23. LATE BIDS
  24. MODIFICATION AND WITHDRAWAL OF BIDS
- [E] **BID OPENING AND EVALUATION:**
25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
  26. BID OPENING
  27. CONFIDENTIALITY
  28. CONTACTING THE EMPLOYER
  29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
  30. CORRECTION OF ERRORS
  31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

32. EVALUATION AND COMPARISON OF BIDS
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL  
ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/  
ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS  
PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL  
MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING  
TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. QUARTERLY CLOSURE OF THE CONTRACT
50. PROVISION FOR STARTUPS
51. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR  
CREDIT NOTE TOWARDS PRS
52. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING  
CHARTERED ACCOUNTANTS

**[G] ANNEXURES:**

1. ANNEXURE-I: ADDENDUM TO INSTRUCTIONS TO BIDDERS  
(INSTRUCTION FOR PARTICIPATION IN E- TENDER)
2. ANNEXURE-II: BIDDING DATA SHEET (BDS)

**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



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**  
clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 Power of Attorney:

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

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

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GGPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

### **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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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 In case the Bids are invited under the Manual Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:
- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** shall contain the following:
- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
  - b) 'Bidder's General Information', as per 'Form F-1'.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- c) Copies of documents, as specified in tender document
- d) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- e) 'Agreed Terms and Conditions', as per 'Form F-10'
- f) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- g) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- h) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- i) EMD/Bid security (in Original) Declaration for Bid Security as per provision of ITB
- j) 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)
- k) All documents in support of Technical Criteria and Financial Criteria of BEC, duly authenticated
- l) Complete Tender Document duly signed/ digitally signed by the Authorized Signatory
- m) 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
- n) 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)
- o) Any other documents (like EPF registration, GST registration certificate, PAN card, ESI Code No., etc.)
- p) 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)
- q) 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.**

**11.1.2 ENVELOPE-II: 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) 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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo- moto Discount/Rebate after opening of 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.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case 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.

~~11.2 Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure III and the ready reckoner for bidders available in <http://www.godavarigas.in> Bids submitted manually shall be rejected, the bids must be submitted on GGPLs E-tendering website as follows:-~~

~~11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GGPL’s e-tendering portal.~~

~~However, bidders must submit the original "Bid Security / EMD& tender fee, Power of Attorney, Integrity Pact 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~~



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

~~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.~~

~~11.2.2 **PART-II: PRICE BID**~~

~~The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and To be submitted as in Excel sheet as commercial template attachment. Price bid shall contain only the prices, without any condition whatsoever.~~

**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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- 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.



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

*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**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**& 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.

- 13.12 The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

that quoted rates shall be borne by the Bidder. However, in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GGPL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

15.1 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 "TTB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT**

16.1 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.

16.2 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 "TTB: Clause-16.7".

16.3 GGPL shall not be liable to pay any Bank charges, commission or interest etc. on

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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'.

- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GGPL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than „thirty [30] days" after finalization of tendering process.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

16.11 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.

16.12 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.

## **17 PRE-BID MEETING (IF APPLICABLE)**

17.1 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.

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

17.3 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 "TTB: 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 "TTB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

## **18 FORMAT AND SIGNING OF BID**

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



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

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

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. 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.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

## **20 E-PAYMENT**

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

## **[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.
- 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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

## **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.

#### **24.1.2 IN CASE OF MANUAL BIDDING**

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, 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.

## **25 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**



## **26 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;

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- (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 "TTB: 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,

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**  
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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- 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 "TTB: Clause-37".

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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 17<sup>th</sup> 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 is 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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

40

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



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

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

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

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

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

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

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

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

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

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



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

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.1 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.
- 40.2 The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.
- 40.3 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.  
Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

#### **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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- 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 valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to 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

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

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

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

- B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)**

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

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

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

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

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

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

- (C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ 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 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.

43.4 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 DISPUTE RESOLUTION MECHANISM**

##### **1.0 CONCILIATION**

GGPL has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GGPL Conciliation Rules 2010 as amended from time to time A copy of the said rules have been made available on GGPL’s web site.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GGPL Conciliation Rules, 2010. It would be only after

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. 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.

## **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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

45 **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.

46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GGPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

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

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

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

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

**49 QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

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

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.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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. 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.

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 relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is being considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

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.

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.

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.

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

**A. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:**

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section III*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section III*) by the supporting company to GGPL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section III*.

**B. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

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

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**

refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

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

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

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

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

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

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

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

Explanation—

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

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**

person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

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

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

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

===== X =====

**UNDERTAKING ON LETTERHEAD**

To,  
M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir

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

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

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

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

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

**Appendix-A1 to Section III**

**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.**

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Godavari Gas Pvt. Limited (hereinafter referred to as GGPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to GGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise GGPL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GGPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GGPL including extension if any and till satisfactory performance of the contract, the same is awarded by GGPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GGPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GGPL, however without prejudice to any rights that GGPL might

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**  
have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

For and on behalf of  
(Supporting Company)  
M/s.

Witness:  
1)  
2)

Witness:  
1)  
2)



**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/  
GUARANTOR**

**(to be executed on plain paper)**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

**FOR**

M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

**TOWARDS**

M/s GGPL, a company duly registered under the law of India having its Registered Office at 85-6- 23/2, RTC Complex Road, Near Morampudi Junction, Rajahmundry, Andhra Pradesh, India, and having Purchase center at ..... hereinafter called “GGPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GGPL has invited tender number ..... for ..... on ....., and the bidder has submitted its bid number..... in response to the above mentioned tender invited by GGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GGPL and duly perform the obligations of the Bidder to the satisfaction of the GGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GGPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GGPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Andhra Pradesh. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

official seal\_\_\_\_\_

Witness:

1.Signature\_\_\_\_\_

Full Name \_\_\_\_\_

Address\_\_\_\_\_

2.Signature\_\_\_\_\_

Full Name \_\_\_\_\_

Address\_\_\_\_\_

## INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR  
COMPANY**

“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

**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.

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

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

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

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

A.6 ” Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

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

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract 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:**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

Tender No.; **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

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

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of 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.

**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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

- (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	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	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 valued 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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

## **5.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY**

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

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

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

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

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

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

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

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

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

Signature of  
 Authorised  
 Signatory:

Name:  
 Designation:

### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40

##### Marks

##### Delivery Period/

##### Delay in Weeks

##### Marks Completion Schedule

a) Upto 3 months	Before CDD	40	
Delay upto 4 weeks			35
" 8 weeks		30	
" 10 weeks		25	
" 12 weeks		20	
" 16 weeks		15	
More than 16 weeks			0
b) Above 3 months	Before CDD		40
Delay upto 4 weeks			35
" 8 weeks		30	
" 10 weeks		25	
" 16 weeks		20	
" 20 weeks		15	
" 24 weeks		10	
More than 24 weeks			0

#### 1.2 QUALITY PERFORMANCE 40

##### Marks

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

0 marks

4

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

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

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

system integration - low severe nature 10-25

marks and safety of the  
 system

iii) Number of 1. No deviation 5 marks  
 deviations 2. No. of deviations  $\leq 2$  2

marks

3. No. of deviations  $> 2$  0  
 marks

**1.3 RELIABILITY PERFORMANCE**  
**Marks**
**20**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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

**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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**
**Instructions for allocation of marks (For O&M)**

1. Marks are to be allocated as under:

**1.1 DELIVERY/ COMPLETION PERFORMANCE Marks 40**

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 Marks 40**

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

0 marks

4

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

**1.3 RELIABILITY PERFORMANCE****20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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:**

<b>A. GENERAL</b>	
<b>ITB clause</b>	<b>Description</b>
<b>1.2</b>	The Invitation for Bids/ Tender no is: _ GGPL/C&P/LCV/ <b>SR 2605/2023-24/07 Dt. 04.01.2024</b>
<b>1.1</b>	The Employer/Owner is: <b>Godavari Gas Private Limited</b>
<b>2.1</b>	The name of the Works/Services to be performed is: <b>HIRING OF LIGHT COMMERCIAL VEHICLES (LCV'S) FOR CGD PROJECT OF GGPL IN EAST AND WEST GODAVARI DISTRICTS</b>
<b>3</b>	BIDS FROM CONSORTIUM/JOINT VENTURE : <b>NOT APPLICABLE</b>
<b>5.2.1</b>	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <b>Godavari Gas Private Limited</b> payable at Rajamahendravaram , Andhra Pradesh
<b>B. BIDDING DOCUMENT</b>	
<b>ITB clause</b>	<b>Description</b>
<b>8.1</b>	For <b><u>clarification purposes</u></b> only, the communication address is: Attention: Vijaya Bhaskar Jami, Chief Manager (CGD) Street Address: # 101 & 102, 1 <sup>st</sup> Floor, Ocean Park, Beach Road, Maharanipeta City: Visakhapatnam, Andhra Pradesh. ZIP Code: 530002 Country: India Email: <a href="mailto:vijayabhaskarj@gail.co.in">vijayabhaskarj@gail.co.in</a> ;
<b>C. PREPARATION OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
<b>11.1.1 (u)</b>	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Indemnity Bond Integrity Pact Power of attorney

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

<b>12</b>	Additional Provision for Schedule of Rate/ Bid Price are as under: <b>NIL</b>
<b>12. &amp; 13</b>	Whether GGPL will be able to avail input tax credit in the instant tender: Currently NO
<b>14</b>	The currency of the Bid shall be INR
<b>15</b>	The bid validity period shall be 3 Months from final 'Bid Due Date'.
<b>16.1</b>	<p>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: CNRB0002423</p> <p>Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in GGPL's Bank Account.</p>
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
<b>18</b>	In addition to the original of the Bid, the number of copies required is one.
<b>22</b>	The E-Tender No. of this bidding process is: <b>Not Applicable</b>
<b>22.3 and 4.0 of IFB</b>	<p>For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:            Attention: Vijaya Bhaskar Jami, Chief Manager (CGD)            Street Address: # 101 &amp; 102, 1<sup>st</sup> Floor, Ocean Park, Beach Road, Maharanipeta            City: Visakhapatnam, Andhra Pradesh.            ZIP Code: 530002            Country: India            Email: <a href="mailto:vijayabhaskarj@gail.co.in">vijayabhaskarj@gail.co.in</a>; <a href="mailto:kavya.gorle@apgdc.in">kavya.gorle@apgdc.in</a></p>
<b>26</b>	<p><b>The bid opening shall take place at:</b>  <b>Andhra Pradesh Gas Distribution Corporation</b>            Attention: Vijaya Bhaskar Jami, Chief Manager (CGD)            Street Address: # 101 &amp; 102, 1<sup>st</sup> Floor, Ocean Park, Beach Road, Maharanipeta            City: Visakhapatnam, Andhra Pradesh.            ZIP Code: 530002            Country: India            Email: <a href="mailto:vijayabhaskarj@gail.co.in">vijayabhaskarj@gail.co.in</a>; <a href="mailto:kavya.gorle@apgdc.in">kavya.gorle@apgdc.in</a>  <b>Date &amp; Time: As mentioned above.</b></p>
<b>E. EVALUATION, AND COMPARISON OF BIDS</b>	

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

ITB clause	Description
<b>32</b>	Evaluation Methodology is mentioned in Section-II.
<b>33</b>	Compensation for Extended Stay: <b>NOT APPLICABLE</b>
<b>F. AWARD OF CONTRACT</b>	
ITB clause	Description
<b>37</b>	State of which stamp paper is required for Contract Agreement: <b>Andhra Pradesh</b>
<b>38</b>	Contract Performance Security/ Security Deposit : <b>10% of Annualized Contract Value Excl. Taxes &amp; Duties within 30 days of award</b>
<b>40</b>	Whether tendered item is non-splitable or not-divisible : <b>YES</b>
<b>41</b>	Provision of AHR Item : <b>NOT APPLICABLE</b>
<b>Clause no. 27.3 of GCC</b>	Bonus for Early Completion: <b>NOT APPLICABLE</b>
<b>40</b>	Applicability of provisions relating to Public Procurement policy for Micro and Small : <b>APPLICABLE</b>
<b>50</b>	Applicability of provisions relating to Startups: <b>NOT APPLICABLE</b>

## **SECTION: IV**

## **FORMS & FORMAT**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

### **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s Godavari Gas Private Limited  
Rajahmahendravaram

TENDER NO:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor /Partners/ Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office:  *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum(EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service Tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-2**

**BID FORM**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of  
“\_\_\_\_\_” including  
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special  
Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is  
hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part  
of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda  
Nos. \_\_\_\_\_.

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-3**  
**LIST OF ENCLOSURES**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

**Dear Sir,**

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

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

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**FORMAT F-4**  
**PROFORMA OF "BANK GUARANTEE"**  
**FOR "EARNEST MONEY / BID SECURITY"**  
(To be stamped in accordance with the Stamp Act)

**Ref.....**

**Bank Guarantee No.....**

**Date.....**

To,

M/s Godavari Gas Private Limited  
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)

**(OFFICIAL ADDRESS)**

(SIGNATURE)

(NAME)

Designation with Bank Stamp  
Attorney as per

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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)

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

Document)

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

FOR .....

**Authorized Signature**  
(Original Bank)

**Counter Signature**

---



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-5**

**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s Godavari Gas Private Limited  
Rajamahendravaram

SUB:

TENDER NO:

**Dear Sir,**

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-7**  
**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-8**

**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,  
M/s Godavari Gas Private Limited  
Rajamahendravaram

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-9**  
**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT**  
**PERFORMANCE SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,  
M/s Godavari Gas Private Limited  
Rajahmahendravaram

**Dear Sir(s),**

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

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

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

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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).	



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

	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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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 : .....

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-12**  
**UNDERTAKING ON LETTERHEAD**

To,

M/s Godavari Gas Private Limited  
Rajamahendravaram

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:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-13**  
**BIDDER'S EXPERIENCE**

To,

M/s Godavari Gas Private Limited  
Rajamahendravaram

SUB:  
TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-14**  
**CHECK LIST**

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

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document <input type="checkbox"/> 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 <input type="checkbox"/> registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court <input type="checkbox"/> receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria <input type="checkbox"/> along with complete documents establishing ownership of <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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 FINANCIAL STATEMENT:**

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

***\*Refer Instructions***

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**only in case of Indian Companies]**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

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

Membership No.:

### **Instructions:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements.
  - (ii) **Working Capital** shall be “Current Assets Less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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 : \_\_\_\_\_

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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  
bank)

(Signature of authorized officer of

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

found frivolous, untrue and misleading and may also impose exemplary cost for the same.

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

**INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

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

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, D. No.85-06-23/2, 2<sup>nd</sup> Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry – 533107.



**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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

#### **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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

sign this Pact or violate any of its provisions.

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

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

### **Section 8 –Independent External Monitor / Monitors**

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

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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.

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**Section 10 – Miscellaneous provisions**

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

<p>-----</p> <p>(Name &amp; Designation)</p> <p>For the Principal</p>	<p>-----</p> <p>(Name &amp; Designation)</p> <p>For the Bidder/Contractor</p>
<p>Place -----</p>	<p>Witness 1: -----</p>
<p>Date -----</p>	<p>Witness 2: -----</p>



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

**F-21**

**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, 2<sup>nd</sup> 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 GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc.



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

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**

**General Conditions of Contract (GCC) – SERVICES,  
Bidder to download the document of available on  
GGPL's tender website**

**<http://godavarigas.in/tenders.php>**

**\*\* Bidder to Acknowledge and accept the complete  
terms and conditions of the GCC document\*\***

**Signature of Authorized Signatory: .....**

**Name: .....**

**Designation: .....**

**SECTION VI**

**SCOPE OF WORK**

**&**

**SPECIAL CONDITION OF CONTRACT (SCC)**

## **SCOPE OF SERVICES:**

### **1.0 INTRODUCTION**

**GODAVARI GAS PRIVATE LIMITED (GGPL)**, a joint venture company of Andhra Pradesh Gas Distribution Corporation (APGDC) & HPCL, has undertaken an eco-friendly CGD project to supply CNG to the automobile sector and natural gas to domestic, commercial and industrial consumers in East and West Godavari Districts of the State of Andhra Pradesh. A Mother CNG Station has been set up at Kovvur for supply of CNG. The company has commenced the process of expansion of CNG stations in East & West Godavari Districts. Transport services are required for transporting of CNG cascades from “Mother Station” to “Daughter Booster Stations” and “Decompression Stations” located within East and West Godavari Districts.

CNG cascades mounted on Light Commercial Vehicles (LCV) shall be filled from CNG Station, Kovvur for transporting to various Daughter Booster Stations located in East & West Godavari Districts.

### **2.0 SCOPE OF SERVICES**

The scope of CNG transport services shall in general consist of but not limited to the following scope of services.

#### **Supply of LVCs for Transportation:**

Providing Light Commercial Vehicles (LCV) for minimum payload of 6 tons on rate contract basis for a contract period of three years for Transport of CNG filled Cascades to Daughter Booster Stations and De Compression Stations being set up in East & West Godavari Districts from CNG Mother stations being set up in the same Districts.

Transporter shall deploy LCVs anywhere in the Districts of East & West Godavari Districts as per instructions of EIC. GGPL reserves the right to split the total requirement of LCVs among various bidders for reason of its own commercial benefit.

1. **Vehicle Models:** The Vehicle Model for this contract should be of year 2022 or later.
2. **Auxiliaries:** Vehicles shall be provided with two earthing connections and Earthing cable. The cable one end shall be connected to the vehicle and another end shall have a Crocodile Clamp. A 10 kg DCP stand has to be provided in the truck by the contractor and vehicle shall be fitted with a spark arrestor on the exhaust for which no extra cost shall be payable by GGPL. If not provided as stated above the owner reserves the right to get it done at the cost of the supplier.

3. **Supervisors:** The Bidder shall deploy competent Supervisors for the purpose of coordination with GGPL on round the clock basis for monitoring the Vehicles movement. Non-deployment or non-availability of supervisors during the operational hour(s) for more than 4 hrs. Shall be deemed as one full day (24 hrs) and will attract a penalty of Rs. 500/- per day.

4. **Payload:** LCVs offered by the bidder should be capable of carrying minimum 6tons payload capacity. Vehicle of payload less than 6 tons shall in no way be acceptable & it is mandatory to meet the RTA requirement. The bidder shall take delivery of CNG storage cascades from GGPL store or any GGPL CNG stations and securely mount the cascades on Vehicle chassis with locknut and bolts at his own expense. The mounting nuts and bolts should not become loose during normal operation. After taking overcustody of cascades, up keeping and safety of cascades is the responsibility of the bidder. These cascades then transport CNG from Mother station to Daughter Stations / Daughter Booster Stations. On expiry or termination of the contract, cascades shall be returned at the designated Station / store as intimated at that time at his own expense.

In addition to loading and unloading of LCVs at the start and closure of Contract, Bidder will also be asked for one time unloading and loading of cascades which are due for Hydro test during the tenure of the contract from respective LCVs to GGPL work site in Kovvur at his own expense.

All material required for securely mounting the cascades & crane services required for loading & unloading of cascades have to be arranged by the bidder at his own cost.

5. **Driver Responsibilities:** Driver of the Vehicle shall make/ remove the quickrelease coupling connection at the Daughter Stations/Daughter Booster Stations and CNGMother Stations, Operate the Cascades Manifold Valves, Check and record the cascade pressure at CNG Mother Stations and Daughter Stations/Daughter Booster Stations. For doing these jobs in a safe manner, the driver has to be trained in any CNG station of GGPL before actual deployment to drive the cascade mounted Vehicle.

Bidder shall ensure that all drivers prior to commencing their duties at the start of the contract & any driver who newly joins during the contract period shall undergo an induction program carried out by Site Engineer/Fire and Safety Supervisor at Mother Station. The drivers shall be issued STC Card (Safety & Technical Competency Card) after the completion of induction training. No driver shall be allowed to carry out the duties without obtaining STC Card. The Bidder shall notify GGPL of any change in drivers so that the new drivers, if acceptable to GGPL can go through the approval process before they are permitted to perform duties. The bidder shall provide timely notification and shall ensure that such personnel changes do not disrupt the service provided by the Transporter. Drivers shall always carry the STC card when they are on duty. If any driver found carrying out the duties without obtaining / without carrying the STC card, penalty of Rs 100 shall be imposed for each instance.

The driver should have valid explosive license & minimum 3 years of driving experience on similar type of vehicles.

The driver should not consume any intoxicant or alcohol while on duty, if found a penalty of Rs. 5,000/- shall be imposed and he will be sacked from his duties.

6. The bidder shall bear the entire operational cost of the vehicle for transportation of CNG in cascades which shall include but not limited to the following

- a) Wages and other emoluments for the drivers, helpers & supervisor.
- b) Cost of fuel, brake oil and lubricating oil, oil required for operation of the vehicles.
- c) Maintenance and repair cost of the vehicles.
- d) Licenses, permits, road tax, insurance, toll gate charges and any other statutory levies.

7. The bidder shall operate their vehicles at their own risk entirely and GGPL shall in no case be held responsible for any damage to the vehicles while on GGPL's work.

The bidder shall maintain the vehicles in sound mechanical condition at all the times. The bidder will rectify any defect noticed by him or notified by GGPL immediately.

8. The bidder shall ensure the safe & correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as has been taken by the bidder at Mother Stations. Any infringement of the above will be deemed as unlawful and GGPL will hold the bidder legally responsible for the same. Additionally, GGPL also reserves the right in such an event, to forthwith terminate the contract and/or to impose penalties on the bidder, as GGPL may deem fit.

9. **Mobilization Period:** The bidder shall mobilize the transport Vehicles immediately /3 days of written requisition by GGPL EIC.

Note: This is applicable for the alternate vehicles till the new vehicle is deployed.

10. **Communication set:**

a) The bidder shall arrange two-way communication set such as Walky-Talkies/Cell phone to be made available at all time with the vehicle/driver and with the Supervisors for LCV movement control. The safety and security of the handsets will be the responsibility of the bidder. In case of loss or damage the bidder shall be liable for repairing / replacing the sets immediately at his own cost. In case the bidder fails to provide this facility, GGPL shall make alternate arrangement to make the system operational and necessary payments in this regard shall be made directly to the service provider after deducting such amount from the bills of the bidder

11. Hiring charges of Vehicle shall include services of Drivers and Supervisors for 24 hours in a day for all days in all the vehicles. No personnel shall be strictly allowed

to work for more than **12 hours** in a day for which adequate number of personnel shall be deployed.

**12.** The mobilized fleet shall be fitted with spark/flame arrestor of a design approved by Chief Controller of Explosives and provided with wheel jack, tool kit, and spare wheel(s) at its own cost.

**13.** At the time of deployment, the mobilized fleet shall be painted as per colour code and description provided by GGPL in addition to the statutory display requirements to carry CNG. The bidder shall be responsible for providing suitable signboards / display boards during Vehicle movement on road or in parked condition. Each Vehicle to paint rear & side panels for display of company name and logo in combination to fulfil the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989. Painting of the color codes and all other statutory display has to be done by the bidder at his own cost before deploying the vehicles for carrying CNG Cascades.

**14.** Branding shall be done as per GGPL specifications. Contractor should arrange Flex boards of 2'X6' size made with iron/G.I. on both sides of LCV's as per details given by EIC.

**15.** Bidder shall securely mount the CNG cascade and make all necessary mounting arrangement including hiring of crane for lifting & handling of CNG cascades, supply of 'U' bolts and locknuts for anchoring cascades frame to chassis and installation of necessary supporting stiffener at requisite positions. The complete job of mounting CNG Cascade to the satisfaction of the Engineer-in-charge shall be completed within one day of issue of the cascade.

**16. Technical specifications:** Dimension of CNG cascade to be mounted on the Vehicle are as follows:

**For Light Commercial Vehicle of minimum 6 tons' payload**

Water liter capacity Length X Width X Height Cascade weight with

CNG Capacity : 3000 liters

Length x Width X Height: 3.9 m x 2 m x  
1.65 m Weight : 6 tons

**Offered Vehicle shall be any one of the following model or better: CNG Fuelled:**

1. Eicher 10.95 EHSD CNG
2. TATA LPT 909/38 WB
3. SML ZT NGA Super

17. Fire extinguisher (DCP/ CO2) for each VEHICLE shall be provided by the contractor. Bidder shall mount fire extinguishers on the Vehicle as per the directions of Engineer-in-charge. The cost of supply and fabrication of steel material for mounting the extinguishers shall be borne by the bidder. The bidder will be responsible for safe custody of the fire extinguishers and in case of loss or damage of the extinguishers; the cost will be recovered from the bidder.

18. Payment shall begin from the date when bidder has completed mounting of cascade and ready for filling of CNG. Also obtaining permission for 24 hours Entry Permit from traffic police shall be requisite condition for the bidder so that commercial operation of GGPL is not affected.

19. Payment of all taxes, duties, and service charges etc. on the Vehicle as per statutory requirements shall be borne by the bidder including toll gate charges.

20. **Indemnity:** Bidder shall indemnify company for any accidents or incidents or damages to the GGPL or retail outlets or APSRTC depots or any third party men, material and property etc. as referred under Motor Vehicle Act.

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

a) Disconnect the quick connect coupling of the cascade after proper de-pressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in-charge and transport the cascade to Mother / filling stations. Any damage caused to GGPL will be suitably recovered from the bidder by GGPL.

b) Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling. Any damage caused to GGPL will be suitably recovered from the bidder by GGPL.

c) Transport the filled mobile cascades from Mother / filling stations to daughter stations and connect to station tubing through quick connect coupling. Any damage caused to GGPL or retail outlet will be suitably recovered from the bidder by GGPL.

d) Each Vehicle shall be provided with a logbook for recording of the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Opening & closing reading of the milometer have to be noted in the logbook. Driver shall also record any leakage, burst disc failure during the trip. The logbook has to be signed by station manager / technician for each trip & countersigned by control room shift in-charge of GGPL on daily basis.

e) Daily filling & dispatch statement has to be prepared by the bidder and the same has to be submitted daily at the respective control rooms of GGPL by 8AM daily. The Vehicle drivers and attendants shall wear uniform and safety shoes to be supplied by the bidder. Drivers have to wear the PPE's like helmets, safety shoes, etc., in the operational



premises and maintain the discipline & decorum in the CNG stations. Drivers without proper uniform will not be allowed for duties and penalty will be imposed.

23. In each shift bidder shall depute at least one supervisor for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone having two-way communication facilities for effective supervision and better co-ordination.

24. Bidder shall carry out all schedule maintenance of Vehicle and provide the copy of schedule maintenance record to Engineer-in-charge on monthly basis. Bidder shall plan schedule maintenance in consultation and prior permission of Engineer-in-charge.

25. **Off Time:** Bidder shall be allowed to avail **maximum of 2 days off in a month per vehicle** for maintenance of Vehicle. This period of two days includes any scheduled /unscheduled maintenance / breakdown of VEHICLE. The period also includes taking the VEHICLE for statutory requirements to the office of Transport Dept. for the purpose of obtaining fitness certificate and all other statutory documents, including hydro testing of

CNG storage cylinders installed in CNG fueled Vehicles. The given off time of 02 days in a month per vehicle can be carried forward to the next month and shall not exceed maximum cumulative of 04 days per vehicle in any calendar month.

26. **Penalty:** In case the VEHICLE and or the driver remain off duty / absent for more than two days due to any reason, penalty will be imposed as follows:

a) **For non-availability of service due to any reason other than accident for more than three hours, penalty will be leviable for number of hours excluding the three hours at the applicable rate as under:**

Double the Pro rata rate of monthly standing charges will be deducted from the monthly bill.

b) **In case of non-availability of vehicle due to accident, the contractor should provide an alternate vehicle within (04) four days, failing which penalty clause as given in a) shall be applicable.**

c) **It is envisaged that each LCV will have to make minimum 04 trips in 24 hrs or 100 trips in a month's duty or as per the directions of EIC; penalty will be leviable at Rs. 1000/- for shortfall of trips, if is attributable to the contractor.**

d) **Failure to comply with HSE requirements given under Annexure – A shall attract penalty of Rs. 500/-. Per each noncompliance.**

e) **For imposing of all the above penalties, the decision by GGPL EIC is final and binding. EIC will be final deciding authority in accessing the penalty.**

27. The bidder shall obtain the Traffic Police clearance for 24-hour entry permit for plying CNG cascades mounted VEHICLE on road. Any assistance / document required

in this regard shall be provided by GGPL. The bidder shall obtain necessary permit at his own cost from state transport dept. for movement LCVs in East & West Godavari Dist.. The commercial operation of GGPL should not be effected for non-compliance of such requisite permits. If at all the operation is effected the loss shall be recovered from the bidder on the rate decided by the Engineer-In-Charge.

**28. Insurance:** The bidder shall also be required to take Comprehensive Insurance Policy coverage for each vehicle and for cascade including filled in gas taken from a reputed Insurance Company and shall keep in force during the tenure of the contract. In case of any damage caused by the act of the bidder personnel to company's property on the vehicle and is shall be recoverable from the insurance company the same will be recovered from the bidder.

Contractor shall at his own expense carry and maintain insurance with reputable insurance companies as follows: -

- a] **Employees State Insurance Act (Wherever applicable)**
- b] **Employer's Liability Insurance**
- c] **Insurance as applicable stated in scope of work.**

**29.** Vehicle provided under the transport services should be covered by **ZONALPERMIT** at bidder's cost.

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

**31. Exclusions:**

The following shall be provided by GGPL:

- a) CNG Cascades
- b) CNG

However, if the damages happen which are solely responsible to contractor/driver, in suchcase, the same shall be recovered from bidder's bill.

**32. Local contact Office:**

It is necessary that the bidder has a contact office in Kovvur / Rajamahendravaram / Vizag and gets the photographs, names and addresses designations and signatures of their authorized Supervisors/ representative duly registered in advance with the GGPL.

**33. CNG Fuel for LCV's run by CNG (Optional):**

Upon the request of the bidder, CNG Fuel shall be supplied only at Mother Station,

Kovvur. The bidder shall pay the amount in the first week of every month for the fuel consumption of the previous month. Bidder shall submit a Bank Guarantee/DD for Rs. 80,000/- per vehicle towards purchase of CNG, in favor of GGPL and shall be valid for a period of 3 years. However, it is not binding on GGPL to supply CNG and the credit facility can be withdrawn by GGPL at any time during the contract period without giving any notice.

### 34. HSE REQUIREMENTS FOR DEPLOYMENT OF VEHICLES (LCV)

#### **Driver Management Standards:**

Area	Minimum Standards / Requirements
<b>Driver Assessment</b>	<ul style="list-style-type: none"> <li>Valid driving license for the type of the vehicle being driven and in the country where they are driving.</li> <li>LCV driver must have a valid license of Dangerous and hazardous goods carrying certificate/ Explosive vehicle driving license and Badge no.</li> <li>Driver should have minimum TWO years experienced for the type of vehicle.</li> <li>Drivers must inform their line managers for any changes to the status of their license, as soon as reasonably practicable</li> </ul>
	<p>Periodic Re-qualification must be conducted in the following circumstances:</p> <ul style="list-style-type: none"> <li>In the event of complaints regarding the quality of driving.</li> <li>If involved in Accident.</li> <li>Drivers shall be changed every six months, considering the sensitivity of gas transportation.</li> </ul>
<b>Traffic Laws</b>	<ul style="list-style-type: none"> <li>Must obey speed limits and traffic rules.</li> <li>Where local road and weather conditions dictate, drivers must adjust their driving behavior to suit.</li> </ul>

<b>Alertness of Driver</b>	<ul style="list-style-type: none"> <li>• Drivers shall not take any unauthorized / stranger passenger(s) or luggage/loads etc.</li> <li>• The maximum driving time within a rolling 24-hour period shall not exceed a total of 12 hours including lunch and tea breaks.</li> <li>• Line managers must ensure that reward mechanisms do not provide an incentive for drivers to work excessive hours which could lead to them driving whilst tired.</li> <li>• Must stop driving if the driver is tired/ unhealthy. They should make alternative travel arrangements or have an appropriate period of rest/sleep before continuing long journey.</li> <li>• Ensure that the vehicle is in a roadworthy condition at all times/ if vehicle is not in road worthy condition it should be stopped immediately.</li> </ul>
<b>Mobile Phones</b>	<ul style="list-style-type: none"> <li>• Must not operate any mobile phone call while driving.</li> <li>• To attend any incoming call, if it is urgent then driver has to stop the vehicle at the side of the road by giving proper indications to the traffic behind.</li> </ul>
<b>No Tobacco / Drugs &amp; Alcohol</b>	<ul style="list-style-type: none"> <li>• Drivers must not be under the influence of alcohol or drugs, or any substance or medication that could impair their ability to drive. Periodic random sampling to be undertaken by the contractor supervisor.</li> <li>• If any driver found drunken during/before travelling he should be removed from the job.</li> </ul>
<b>Incident Reporting</b>	<ul style="list-style-type: none"> <li>• Driver/Contractor has to report any type of road traffic incidents/accidents immediately to line managers / superiors if the vehicle is involved. Concerned line Managers/Supervisors must report all the road traffic Incidents/Accidents in line with GGPL Management.</li> </ul>

<b>Driving Hours</b>	<ul style="list-style-type: none"> <li>The driver shall record his hours of work in vehicle log book and the working hours of driver shall not be more than 12 hours.</li> <li>The contractor must submit the records of the driver working hours along with monthly invoice. In the absence of records of hours, the invoice shall not be processed.</li> <li>The transport manager should maintain the driver's records and carry out regular audits to ensure compliance with the above.</li> </ul>
<b>Other requirement Safety</b>	<ul style="list-style-type: none"> <li>Follow the recommended service schedules given by Mfr. of vehicle and have all repairs made by an authorized dealer.</li> <li>Spark Arrestor to be provided for each vehicle.</li> <li>Ensure periodic checks / preventive maintenance</li> <li>Copy of PUC certificate/ Tax Certificate/ Fitness Certificate by RTA /Insurance INCLUDING THIRD PARTY COVER must be carried by the vehicle.</li> <li>Driver should carry valid driving license, prior to expiry date license to be renewed.</li> </ul>

### 35. **Vehicle Management Standards**

The exact specification for hiring the vehicles shall be commensurate with the risks involved and specified by the user department.

All vehicles used for GGPL business must be fit for purpose, insured for business use, comply and have been maintained in accordance with manufacturer's recommendations.

All vehicles must comply with relevant National Standards/RTA rules.

### 36. **Vehicle specifications:**

Vehicles supplied to GGPL must be of registration in Andhra Pradesh and year of manufacture and capacity of LCV shall be as per tender specification.

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

### 37. **Design features:**

- Rear view Mirrors (One on each side)/ Wipers/ Signal Lights/ Breaks/ Hand Breaks.
- Odometer should be in working condition.
- Vehicle to be fitted with reverse horn.

**38. Emergency kits / accessories:**

List of Important contact numbers/ STC Card/ Haz-chem Board/ proper clamping for keeping fire extinguisher/Hand torch should be provided by GGPL for each vehicle.

**39. Other Safety Requirements:**

- Loads must be secured so that they do not cause Vehicle instability and do not exceed manufacturer's specification for the Vehicle.
- All drivers should check the vehicle condition on a daily basis as per the checklist.
- Maintenance of the vehicles should be carried out through a manufacturer approved garage and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation.
- Maintenance and repairs to vehicles on GGPL business shall be carried out at OEM (Original Equipment Manufacturer) or approved facilities.
- All LCV vehicle drivers must use Spark arrester in the Retail Outlet/Mother Station. Spark arrestor should be fitted before going to loading/unloading point.
- Iron wheel chokes to be kept in each vehicle and LCV drivers have to use them when the vehicle is in rest position.
- The proforma of checklists will be given to Vehicle contractor after awarding the contract and the same checklists to be maintained by vehicle contractor and should be produced along with monthly invoice.

**40. Inspection/Repair / Maintenance of Vehicle:**

It should be ensured that all vehicles are well maintained & checked regularly.

**Inspection:**

- Regular inspection needs to be done in order to ensure that the vehicle is in safe condition and is fit for the purpose.
- If any leaks are observed, it should be brought to the notice of GGPL and get rectified immediately.
- Inspection records of the same should be maintained. Based on the inspection any non-conformity shall be reported to Engineer In-charge immediately by vehicle user. And the non-conformities shall be rectified immediately (Within 1 day of intimation).

**41. Preventive / Periodic Maintenance :**

Periodic Maintenance is based on the manufacturer's recommendations and has to be carried out by the authorized service representative of the vehicle manufacturer. The

vehicles need to be tracked for the no. of Kms. that they have plied and the service planned well in advance. The speedometer should be in working condition.

#### **42. Replacement of Vehicle / Tyre / Component:**

##### **Replacement of vehicle:**

Vehicles may need replacement on a case to case basis in the event of accident to the vehicle or damages / recurring issues with the maintenance of the vehicles. In such events the concerned department head needs to provide justification for replacement of the vehicle. Regular replacement to be done as per the tender specifications.

##### **Replacement of Tyre:**

- LCV Contractor shall provide wheel jack, tool kit and spare wheel(s) in good condition for each LCV.
- Tyres of the vehicles need to be replaced on the following conditions:
  - i. Completion of 50,000 Kms/ As per OEM specifications.
  - ii. Frequent issues with the tube leading to deflations
  - iii. Showing heavy wear and loss of Tread.
  - iv. Condition of tyres and spare wheel (All tyres have minimum of 2 mm tread depth – no tears, cuts or bulges)

Note: Usage of re-treaded tyres (i.e. remoulding of tyre) is not permitted.

#### **43. Legal requirement and documentation:**

The drivers shall keep the original copies of their licenses with them while driving the vehicles. The vehicle drivers shall ensure that their driving licenses are valid and renewed on time. O&M Emergency Department shall maintain records of driver qualification and validity of vehicle and driving license. All the LCV drivers must have valid explosive license certificate and a valid conduct certificate/Police Verification of the LCV driver is required.

#### **44. The legal documents include:**

##### **Registration Book**

- Insurance
- Driver's license
- PUC
- License for wireless
- Fitness Certificate issued by Transportation Department (RTO)
- Tax certificate.

#### **45. Training**

It is mandatory for the Contractor to get the drivers fully acquainted with GGPL Safety requirements. The Contractor will make the drivers available to GGPL for training on defensive driving, first aid, firefighting, emergency preparedness and any other training which GGPL considers necessary.

The Contractor shall notify GGPL of any change in drivers so that the new drivers, if acceptable to GGPL, can go through the approval process before they are permitted to perform duties. The Contractor shall provide timely notification and shall ensure that such personnel changes do not disrupt the service provided by the Transporter.

#### **46. Induction:**

New drivers prior to commencing their duties shall undergo an induction program carried out by supervisor/Fire & Safety Supervisor at the Mother Station.

#### **Authorization to drive:**

#### **Defensive Driving:**

All the drivers working for the organization must undergo the defensive driving program.

**Periodic Re-qualification** is to be conducted in the following circumstances:

- In the event of complaints regarding the quality of driving
- If involved in Accident

#### **47. Accident & Incident Reporting & Investigation:**

In addition to local legal requirements, all accidents and incidents involving injury to any person and/or damage of any sort to Company, contractor or third party property shall be reported to line management / reporting officer as soon as practicable. Incidents with significant impact (fatalities, serious injuries and major damage) shall be reported instantly or verbally. Reporting of all incidents can initially be by phone, but shall be followed soon afterwards by a full written report describing the incident and the extent of any injury/damage as per GGPL Incident Reporting Format.

Where there is reasonable cause, any driver involved in an accident while driving on Company business should undergo a suitable medical review, to investigate and control any health related factors, before recommencing driving duties.



**48. Journey Norms:**

Following norms are to be issued to drivers and will be strictly followed while performing all official / personal journeys:

- Break journey at every two hours for 15 minutes
- Lunch break of a minimum of 1/2 hour is a must for drivers.
- Strictly follow the posted speed limits/ The LCV drivers should not cross 50 km/hr. Drivers must not operate / attend mobile phone call while driving.
- Stop immediately, if the driver feels unwell or tired due to fatigued condition
- No driving under medication (consult doctor if so)
- No driving under intoxicated state (alcohol/ drug consumption)
- While re-fueling, switch off engine, cell phone and do not smoke.
- Be aware about abnormal weather condition.
- Driver (or) traveling person to be fully knowledgeable of roads & areas of Travelling route and prevailing situation.
- Any penalty levied by traffic or RTO etc authorities in the scope of bidder.
- Physically challenged persons are not allowed as LCV drivers, Bidder has to ensure for the same.

**49. Failure to Comply:**

If the contractor fails to comply with any of the above details that are specified in the contract will result in an appropriate monetary fine / penalty. Penalty will be deducted from the monthly invoices as detailed in the contract document Scope of work Clause 26(d).

## **SPECIAL CONDITIONS OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL:**

1.1 The transport services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.

1.2 The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates on all the 365 days including Sundays and all holidays

1.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/and rules made there under but not more than 12 hours on continuous duty in a day. However, no work shall be left incomplete / unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the transport services

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

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

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

1.7 GGPL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.

1.8 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.

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

1.10 The contractor's representative/ supervisor shall report daily to the shift-in-charge in the control room for day-to-day working, filling & dispatch of Vehicles.

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

**1.12** The rates quoted by the bidder must be inclusive of all taxes, duties and other statutory levies on the vehicles, contractor share of P.F. and insurance charges, contractor profit, repair & maintenance cost of the Vehicle, license permits, works contract tax and any other expenditures.

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

**1.14** The services shall be provided in terms of shift pattern on the round the clock basis. The contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the service for want of any resources.

**1.15** All arrangement for communication from mother/filling stations to the drivers working on jobs under the contract shall be the responsibility of the contractor. The contractor has to provide mobile phones having two way communications or radio handsets to his supervisor.

**1.16** The contractor shall indemnify the company from any claim of the contract labour.

**1.17** No Vehicle can be taken out of service for more than three days (accumulated accounts) on account of repair and maintenance or otherwise without providing the replacement.

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

**1.19** GGPL reserves the right to split the total requirement of vehicles among various bidders.

## **2.0 INSPECTION :**

The Owner or its representative shall have the right to inspect vehicles to confirm their conformity to the Contract specifications and shall be liable to rejection/cancellation if such specifications are not met.

## **3.0 PAYMENT TERMS:**

Payment shall be made on monthly basis at actual, as per schedule of rates shall be made within

30 days of receipt of the Invoice at GGPL, Rajahmundry subject to certification by Engineer-in-charge. TDS or any other deduction if applicable during the contract period shall be deducted on monthly basis against each bill. WCT, or any other tax levied by Govt. shall be borne by the contractor except transport Service tax which shall be paid directly by GGPL.

Incase Bidder have any disparity in the bill Amount and paid Amount same will be intimated by the Bidder within 45 days from the date of submission of bills.

**Monthly running account bills in triplicate along with the proof of deposition of employee & Employer's PF contribution to be submitted by the contractor for certification by Engineer-In- Charge.**

Payment will be made on following basis: - The indicated 4000 Kms of free run per LCV against item no. 1 of SOR, shall be considered on cumulative basis against actual run of all deployed LCVs per month while billing for making payments (i.e. 8000 Km / 2 LCV, 10500 Km / 3 LCV etc.) Toll Charges & other charges if any will be in the bidder scope, no such additional charges shall be paid by GGPL. However, fuel escalation charges will be paid at actual as per the terms & conditions.

#### **4.0 PERMITS & CERTIFICATES:**

Bidder shall procure, at his expense, all necessary permits, certificates and licenses required for free movement of Loading / Unloading of Vehicles by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and bidder further agrees to hold Owner harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Owner will provide area of operation for the vehicles from time to time and necessary assistance shall be provided to the bidder to obtain the required permit.

#### **5.0 ACCOMMODATION / TRANSPORTATION / MEDICAL:**

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contract personnel.

#### **6 DISCIPLINE:**

The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-charge. The decision of the Engineer-in-charge in this matter shall be final and

binding on the contractor.

#### **6.0 GATE PASS / IDENTITY CARD:**

If required by the GGPL the contractor shall arrange to supply / renew identity card to his workforce at his own cost for security or for any other reasons. Those contractors' personnel shall be required to carry their respective identity cards while on duty and produce on demand.

#### **7.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES:**

Nothing contained herein shall restrict GGPL from accepting similar service from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said service as per the terms, scope specified in this tender any time.

#### **8.0 SUB LETTING OF CONTRACT:**

No part of this contract shall be transferred or assigned or sub-let, directly or indirectly to any person / firm or organization.

#### **9.0 DURATION OF CONTRACT:**

The period of contract shall be THREE Years from the date of date of Deployment of LCVs.

However, if required, it will be extended for another One Year under the same rates and terms & conditions of the contract.

During the tenancy of this contract, GGPL can increase and or decrease the number of the vehicles required. The quantity of work / services(s) showing in the schedule of rates is tentative. No compensation on account of decrease of scope of services shall be payable to the contractor whatsoever may be the reasons thereof.

Contractor will have to mobilize the vehicles within 15 days from the date of written demand served by the Engineer-In-Charge. The contract period shall be reckoned from the date of LOI / WO.

The agreed rates shall remain firm till the expiry of contract and the contractor shall not be entitled to any escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement, or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the company or due to

contractors own ignorance or on account of the difficulties or hardships faced by him. The rates as such shall be inclusive of all taxes / duties / levies etc. and shall remain firm till expiry of this contract.

However, escalation / de-escalation on account of change of rate of diesel / CNG will be applicable as defined in the aforementioned clause of this tender document with applicable base price at Kovvur for local Transport.

Relevant information / certificates called for in the bid shall be annexed to the bid properly. Non receipt of any information / certificates with the bid shall entail rejection of the bid.

Canvassing in any form shall entail disqualification.

### **10.0 THE ENGINEER IN-CHARGE SHALL HAVE POWER TO**

- I. Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and be bound by the same.
- II. Order the contractor to remove or replace any workman whom the company / considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

### **III. DEPLOYMENT SCHEDULE:**

Contractor shall deploy the vehicles immediate/3days from the intimation by the EIC and as per the attached deployment schedule. GGPL shall be in full power to refuse any or all of the vehicles which are not in a good condition serviceable for CNG transport or not meeting the specifications. Meeting the model and year of manufacture shall not be binding for acceptance by GGPL. In this effect Engineer In-Charge shall be in full power to decide the suitability or unsuitability. However, detail report of non-suitability shall be submitted by the Engineer In-Charge in writing.

### **11.0 CONTRACTOR'S WORKMEN:**

**The payment to be made to the person deployed at site should not be less than the Minimum Wages finalized by Central Govt. finalized as per category time to time rates applicable and wages applicable as per Kakinada City.**

- (i). The Contractor shall have his own PF Code No. with the RPFC as required under Employee P.F. & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund,

**Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.**

- (ii). The Contractor shall have his own ESI code no. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.
- (iii). The Contractor shall submit the challans along with bank receipts/bank statement on monthly basis for the proof of depositing of P.F. contribution with RPFC and ESI contribution with ESIC.
- (iv). The Contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Office of Labour Officer (State), State Govt.
- (v). The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Employees' State Insurance Act, 1948 and other relevant acts, rules and regulations enforced from time to time.
- (vi). The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Employees' State Insurance Act, 1948 and other relevant acts, rules and regulations enforced from time to time.
- (vii). The contract shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month.
- (viii). The contract shall be solely responsible and indemnify the GGPL against all charges, dues, claim, etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- (ix). The contractor shall indemnify GGPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- (x). All personnel deployed by the contractor should be on the rolls of the Contractor.
- (xi). No contract worker below the age of 18 years shall be deployed on the work.
- (xii). The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- (xiii). The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GGPL while at the site/work. His Work/Services will be supervised by the supervisors of



contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.

- (xiv). Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
- (xv). 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.
- (xvi). While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc., is violated. The contractor shall indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- (xvii). All existing and amended safety / fire rule of GGPL are to be followed at the work site. (xviii).

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.

- (xix). 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 /diseased. Contractor shall indemnify GGPL from such liabilities.
- (xx). 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 labours engaged by him from the Corporation.
- (xxi). 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 his employees / persons deployed from a civil govt. doctor.
- (xxii). 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 / GGPL will terminate the contract immediately and may refer the case to police.
- (xxiii). The contractor hereby agrees to indemnify owner / GGPL and harmless from all claims, demands, actions, cost and charges etc., brought by any court, competent authority / statutory authorities against Owner/GGPL.

**12.0** Following documents shall be submitted by the Agency/Contractor to Engineer-In-Charge at various stages during the currency of the contract:

**Documents shall be submitted immediately after issuance / receiving of Letter of Intent (LOI):**

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 Identity Card issued by the contractor of persons to be engaged in GGPL.
5. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
6. Copy of Employee State Insurance Registration Certificate issued by Concerned ESIC (wherever applicable)

**13.0 TERMINATION OF ORDER:**

**Termination for Default:**

The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part: -

- a. If the bidder fails to deploy the vehicle / vehicles within the time period(s) specified in the contract; or
- b. If the bidder fails to perform any other obligation(s) under the contract;  
or
- c. Non-availability of service for any reason; and
- d. If the bidder fails to deploy the vehicles of specified model and year of manufacture.
- e. If the bidder, in any of the above circumstances, does not rectify his failure within a period of 10 days or such longer period as the owner may authorize in writing after receipt of the default notice from the Owner, GGPL reserves the right to hire the vehicles from any other alternate source at full risk and cost of the contractor and the actual charges incurred shall be recovered from the contractor inclusive of all taxes & duties.

#### **14.0 Termination for non-requirement:**

The owner may terminate the contract (whole or in part) in case the ordered vehicles are no longer in need which may arise out of policy or marketing related changes by serving due notice in this regard.

#### **15.0 Compliance Laws:**

The contractor which shall include the contracting firm / company shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the contract labour (Regulation & Abolition) Act 1970 and Acts made thereafter.

The installations where job is to be carried out are live and have hydrocarbon environment, contractor shall comply with all safety rules and regulations and other appropriate instructions issued.

#### **16.0 ESCALATION AND DE-ESCALATION OF FUEL PRICES:**

Escalation or de-escalation on account of fuel price changes shall be applicable only for a quantum change of Rs. 1/- or more from the base price per kg of CNG in the following manner:

For Local Transportation in Kovvur:  $(X \times Y) \div N$

The applicable base price for CNG is Rs. 92.90/-per Kg at Kovvur. Bidders to quote the running cost on the basis of these base prices.

Where,

1. X is the price difference (Actual price – Base Price)
2. Y is the running KM travelled in the month
3. R is the multiplying factor whose values are  $R = 0.182$  (i.e., 1/Mileage)

#### **17.0 OWNERSHIP OF VEHICLES:**

On successful award of work order, the contractor shall deploy vehicles such that minimum 50% of the deployed vehicles are directly owned by him.

### **18.0 EVALUATION OF OFFERS:**

The Evaluation will be done for the lowest cost to the company.

### **19.0 PROCEDURE FOR NEGOTIATION:**

In the event of negotiations, the same will be held with L-1 party/parties. Counter offer of the rate finalized with the L-1 party shall be offered to the other parties in ascending order of their rankings till the full requirement of LCV is met. Any party/parties not willing to accept/refuses the counter offer, the chance shall be provided to the next higher ranking party/parties. The party who has refused once shall not be considered thereafter.

### **20.0 ALTERNATE VEHICLE:**

Alternate vehicle may be allowed for a period of three months' subject to below mentioned payment terms, at the sole discretion of GGPL with the specific approval of the alternate vehicle GGPL EIC. However, vehicle offered by the contractor shall meet all other terms and conditions of the contract and shall be in absolute working condition and fully road worthy, duly registered with RTO, all taxes paid and comprehensively insured.

The monthly payment for vehicle supplied in lieu of model of deployment year, shall be payable @10% less than the quoted value. If the contractor fails to replace the alternative vehicle with specified model within first three months of deployment, then such LCVs shall be immediately stopped without any financial implication to GGPL.

Expenses towards Loading, Unloading, securely mounting of cascades on alternate vehicle supplied in lieu of model of deployment year, from GGPL store and from alternate vehicle to new vehicle shall be borne by contractor.

### **21.0 LIQUIDATED DAMAGES:**

Liquidated Damages shall be applicable for the late deployment of the vehicle by 0.5% per

**Tender No.: GGPL/C&P/LCV/SR 2605/2023-24/07**

week of delay or part thereof up to a maximum of 5% of the Contract value for the vehicles which are not deployed as per the terms and conditions of the tender document.

**22.0** The bidder shall have PAN, EPF, ESIC and Service Tax Registration Number.

### **23.0 DEPLOYMENT SCHEDULE**

Deployment Schedule shall be as follows:

S. No	Deployment Schedule	No of LCVs to be deployed
1	After placing order	08
2	Tentatively within six months of Contract	08+02(Additional)
3	Tentatively within One year of Contract	10+02(Additional)
<b>Total:</b>		12

Note:

- 1) GGPL reserves the right to Prepone / Postpone the deployment schedule, will be given to the contractor in writing by GGPL EIC.
- 2) No Compensation on account of decrease of scope of services shall be payable.

In case the contractor fails to supply the required vehicle(s) as mentioned in the requisition letter within the time schedule as mentioned above Liquidated damage as in GCC clause-27.1 shall be applied with the following modification:

- a) The penalty @ 0.5% per week delay or part thereof shall be applied on the total amount calculated for the number of Vehicles mentioned in the requisition letter and not on the total contracted value as mentioned in the GCC.

**23.1** Actual deployment of LCVs may be staggered for entire scope of works, depending upon the requirement, at the sole discretion of GGPL.

GGPL reserves the right to operate LCVs from any other Online Station in East and West Godavari Districts as per requirements.

- 1) Contractor shall comply with the actual requirement of the owner's

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

business without any restriction on distance coverage.

- 2) Toll Charges if any will be borne by the contractor. Driver beta will be in the scope of Contractor if Vehicle movement other than the specified area i.e., East & west Godavari districts.
- 3) GGPL reserves the right to split the order to different successful bidders.
- 4) Standard Kilometer per LCV for one month shall be 4000 Km, subject to LCV Operating for entire month in road worthy condition (without any breakdowns) leaving the allowable 02 days for maintenance.
- 5) Any underutilization of LCV fixed mileage run of 4000 Km will be recovered from monthly bills from each LCV on basis of per liter/Kg mileage of 5.5 Km/kg i.e., if the LCV runs less than 4000 Kilo meters per month then deduction shall be done from the monthly bill for not reaching the fixed Kilo meters run (i.e., 4000Km/month) for individual LCV on pro rata basis considering the mileage of 5.5 Km/kg. Any escalation, de-escalation will be applicable as per the tender clause for entire 4000 Km of fixed run and for extra Km run beyond 4000 Km per month.

Monthly charges for one LCV for a fixed run of

4000 Km is “X” Fixed charges per Kilometer is

“X/4000”.

Deduction shall be done on pro-rata basis if vehicle run less than 4000 km in a month.

24. **GPS Tracking:** GPS tracking for each vehicle is mandatory. Cost for arranging GPS tracking is to be considered in the quoted value. No other separate charges shall be paid by GGPL for arranging GPS tracking.

# **SECTION VII**

## **SCHEDULE OF RATES (SOR)**

Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**

<b>SCHEDULE OF RATES (SOR)</b>					
<b>TENDER NO: GGPL/C&amp;P/LCV/SR 2605/2023-24/07</b>					
<b>JOB DESCRIPTION: HIRING OF LIGHT COMMERCIAL VEHICLES FOR TRANSPORTATION OF CNG CASCADES IN EAST &amp; WEST GODAVARI DISTRICTS, ANDHRA PRADESH</b>					
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	<b>UNIT RATE EXCL. GST IN RS.</b>	<b>TOTAL AMOUNT EXCL. GST IN RS.</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F = (D) X (E)</b>
1	Monthly Charges for Providing of minimum 6 ton payload capacity Diesel / CNG fueled light Commercial Vehicles (LCV) of Model 2022 per LCV per month for free run of 4000 Km, for round the clock operations as detailed in the Scope and SCC	LCV - MONTH	420		
2	Rate for Extra Km run over and above 4000 Km per month per LCV	KM	210000		
Total Amount Excl. GST in Rupees					
GST @ 18% in Rupees					
Total Amount Incl. GST @ 18% in Rupees					



Tender No.: **GGPL/C&P/LCV/SR 2605/2023-24/07**



**Signature of Authorized Signatory: .....**

**Name: .....**

**Designation: .....**