



Tender No.: HOGPL/2021-22/C&P/018



HPOIL GAS PRIVATE LIMITED
(A Joint Venture of HPCL & OIL)

**TENDER FOR
PROVIDING OPERATION AND MAINTENANCE SERVICES FOR PNG NETWORK
AT AMBALA-KURUKSHETRA GA**

COMMERCIAL VOLUME

TENDER NO : HOGPL/2021-22/C&P/018

Date : 12.11.2021



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SECTION - I
INVITATION FOR BIDS (IFB)



1.0 INTRODUCTION

HPOIL GAS Private Limited. (Joint venture of HPCL & OIL India Ltd.) has received the authorization from PNGRB vide letter PNGRB/CGD/BID/8/2018/GA/Ambala-Kurukshetra District dated 22/02/2018 & PNGRB vide letter PNGRB/CGD/BID/8/2017/BEC/GA-Kolhapur dated 06/03/2018 to Lay, Build and Operate City Gas Distribution networks in Ambala, Kurukshetra & Kolhapur Districts. HPOIL GAS Private Limited (hereinafter referred as HOGPL/Owner), is supplying Piped Natural Gas (PNG) to domestic, commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Ambala-Kurukshetra & Kolhapur District. HPOIL GAS Private Limited intends to provide the network to cover areas of Ambala-Kurukshetra & Kolhapur to supply Natural gas to Domestic, Commercial consumers through MDPE network and to new CNG stations through steel pipeline network.

2.0 BRIEF DESCRIPTION OF PROJECT

The present project is for expansion of pipeline network in Ambala-Kurukshetra for Supplying Piped Natural Gas (PNG) to Domestic, Commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles consumer. It is proposed to hire services for Operation & Maintenance of PNG Network at Ambala-Kurukshetra GA as per stipulations made in this Bid document.

3.0 BRIEF SCOPE OF SUPPLY

This tender deals in providing Operation & Maintenance services for PNG Network at Ambala-Kurukshetra GA.

For detail scope of work and technical specification, please refer technical volume of tender document and schedule of rates.

4.0 CONTRACT PERIOD & COMPLETION SCHEDULE

The period of Contract shall be for Two (02) years. The effective date of order will be as per the first notification of award.

Successful bidder shall mobilize the manpower, tools tackles and consumables as per stipulation made in tender documents within 15 days from the date of LOI/WO/Intimation from HOGPL.

5.0 BID VALIDITY

Bid should be valid for 120 days from the date of schedule submission.

6.0 BIDDING PROCEDURE

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

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	HOGPL/2021-22/C&P/018 dated 12.11.2021
7.2	Tender Document on Sale	12.11.2021 to 26.11.2021 till 1200 HRS IST
7.3	Bid document fee/Tender Fee	INR 1500



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7.4	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 17/11/2021 at 1500 Hrs. through video conferencing hosted by HOGPL. Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official email IDs to HOGPL e-mail IDs latest by 16/11/2021 till 1800 Hrs. Details for video conferencing (meeting ID, password, link etc.) will be intimated through e-mail.
7.5	Bid Submission date and time	26.11.2021 till 14:30 HRS IST
7.6	Un-Priced bid opening date and Time	26.11.2021 at 15:00 HRS IST
7.7	Price bid opening date and time	Shall be Intimated later
7.8	Place of Bid Submission	Bids shall be submitted through E-mails in view of ongoing pandemic. Bidder shall submit Unpriced bids and Priced bids on following Email ID. candp@hpoilgas.in candp1@hpoilgas.in

DOWNLOADING OF TENDER DOCUMENT

The entire document has also been web hosted at HOGPL's website www.hpoilgas.in for view/ participation of the eligible bidders. Bidders meeting the bid evaluation criteria and intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified.

The bidders shall make payment for Tender Fee with the bid through online transfer only. The bid of any such bidder shall be considered only if the bid is accompanied by tender fee and duly signed & stamped bid security declaration Form (Form-15) in lieu of EMD.

Bid submitted by bidders who have not purchased / not accompanied with the bid document fee and EMD/Bid Security Declaration, the bid offer will be rejected.

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 22.0 of ITB.

Note: - Bids with prices in Un-Priced bid will be summarily rejected.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 22.0 of ITB.



8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL

Bidder should have successfully completed One WORK ORDER of “Similar work” as a Main contractor or as approved sub-contractor (by the end client) during any of the last five years ending on last day of the month, immediately previous to the month in which the last date of bid submission falls, shall be considered. Even in case the date of bid submission is extended, the date originally considered as reference date of experience criteria, shall remain unchanged.

Definition of “Similar work” mentioned above is Laying of PE Pipeline /LMC Works / Underground Steel Pipeline for Natural Gas/ City Gas Distribution Network or Providing O&M Services for Natural Gas Pipeline or City Gas Distribution Network.

DOCUMENTS REQUIRED TO BE SUBMITTED BY BIDDER ALONG WITH THE BID FOR QUALIFICATION OF BEC:

(a) Detailed work order/ contract/ LOA along with Schedule of Rates justifying “Similar Work” as specified in technical and commercial criteria. Work Order / contract must clearly indicate nature of work/ service, various components/ items, period, and value.

(b) Completion/ execution certificate against the order/ LOA/ Contract issued by end user/ Owner only after completion of work in all aspect. Completion certificate/ execution certificate must clearly indicate reference to relevant work order, actual value of executed work, and brief scope of work, issuing date and actual date of completion.

Note:

A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company/ executed value against any single order fulfilling BEC criteria 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 and challan towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

8.2 FINANCIAL

Annual Turnover

The average annual turnover of the bidder during the last three financial years should be **INR 72.73Lacs** or more.

Net Worth

Net Worth should be Positive for preceding financial year.

Working Capital

Working Capital of the Previous financial year should be **INR 7.27Lacs** or more.

9.0 TENDER FEE AND BID SECURITY (EMD)

9.1 TENDER FEE

Tender fee of **INR1500/-** a Non-refundable amount in favour of HPOIL GAS PRIVATE LIMITED payable at Mumbai will be required to be submitted online through NEFT/ RTGS only as per account details given below: -

Bank Name	CANARA BANK
Branch Code	005310
IFSC Code	CNRB0005310
SWIFT Code	CNRBINBBID
MICR Code	400015173



Account No.	5310201000035
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Bidder to submit transaction receipt of Tender fee along with bid documents. Bidder must maintain a copy of proof of payment of tender fee at all the times.

9.2 BID SECURITY/EMD

As per Circular No. F/9/4/2020-PPD, issued by Govt. of India, Ministry of Finance, Department of Expenditure Procurement policy division, on dated 12.11.2020, Bid Security/EMD has been waived in all tenders upto December'21 and Bidders must submit declaration in lieu of Bid Security/EMD attached as per Form-15. Bidder to submit duly filled and stamped format "Form-15" in bidder's letter head.

MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security and tender fee in accordance with the provisions of Public Procurement Policy-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. Further, the Government Departments/ PSUs are also exempted from the payment of Bid Security.

10.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to Prebid meeting date. The pre bid meeting shall be organized through video conferencing.

Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

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

11.0 GENERAL

HOGPL reserves the right to split the works among the bidders or place the order for part quantity or delete item from bidder's scope of work.

The bids received after bid due time/ date shall be rejected.

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

Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted.

Contact details are given below.

PURCHASER:

HPOIL Gas Private Limited C&P Department

13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.
Tel: 022-49794272

Email: candp@hpoilgas.in/candp1@hpoilgas.in



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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)



A. INTRODUCTION

1.0 INTRODUCTION

The Owner/ Purchaser invites sealed bids for providing O&M services as mentioned in the tender documents.

The bidding document specifies the contractor scope of work, terms and conditions.

All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.

Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

2.0 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.

For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of goods and services may or may not be from the home country of the Bidder.

3.0 ELIGIBILITY OF BIDDERS

Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.

The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.

The bidder should not be on holiday or blacklisted by Purchaser or any Government Department/ Public Sector/ Joint Venture CGD company of PSU. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

4.0 ONE BID PER BIDDER

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same



group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.

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

Alternative bids are not acceptable.

5.0 COST OF BIDDING

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

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

B. THE BID DOCUMENTS

7.0 CONTENT OF BID DOCUMENTS

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

Tender document consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)
- Section –VII : Forms to be used after award of Contract.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.



8.0 CLARIFICATION ON BID DOCUMENTS

A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by email address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response will be sent to bidder from whom query is received. All such clarifications issued shall deem to form a part of the Bid documents.

Any query/ clarification from the bidder shall be considered before 7 days from bid submission date.

9.0 AMENDMENT OF BID DOCUMENTS

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

Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause "CONTENT OF BID DOCUMENTS" and shall be hosted on the HOGPL website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

Bidders are advised to visit HOGPL websites time to time to get updated information/ documents.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.

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 along with the bid.

11.0 DOCUMENTS CONSTITUTING THE BID

The bid prepared by the Bidder shall comprise the following components:

Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents.



Price Bid having Price Schedule/SOR filled up in accordance with tender documents in a separate envelope.

Documentary evidence established in accordance with ITB that the goods and ancillary.

services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

Bid security furnished in accordance with Performa given in this bid documents.

12.0 BID FORM

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

13.0 BID PRICES

The Bidder shall indicate in the appropriate "Schedule of Rates" (SOR) the unit prices and total price of the goods/services it proposes to provide under this contract.

14.0 PRICE BASIS

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes & duties for Indian bidders).

15.0 CURRENCIES OF BID

Prices shall be quoted in **Indian Rupees (INR)** only.

16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- that the Bidder meets the qualification criteria stipulated in the Tender

17.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristics of



the goods.

- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

18.0 BID SECURITY/ EMD

As per Circular No. F/9/4/2020-PPD, issued by Govt. of India, Ministry of Finance, Department of Expenditure Procurement policy division, on dated 12.11.2020, Bid Security/ EMD has been waived in all tenders upto December'21 and Bidders must submit declaration in lieu of Bid Security/EMD attached as per Form-15.

Bidder to submit duly filled and stamped format "Form-15" in bidder's letter head.

Any bid declaration not submitted in accordance with ITB Clauses may be treated as nonresponsive and rejected.

The owner may take action as per duly signed & submitted bid security declaration (Form15):

a. If a Bidder:

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or
- Does not accept the correction of errors; or

b. In the case of a successful Bidder, if such Bidder fails

- To accept the award
- To furnish Contract Performance Bank Guarantee in accordance with tender

19.0 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Purchaser. Purchaser may reject the bid having shorter validity period as non-responsive.

In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

20.0 FORMAT AND SIGNING OF BID

The Bidder shall prepare one original of the document comprising the bid as per ITB clause "SEALING AND MARKING OF BIDS" marked "ORIGINAL". In addition, the bidder shall submit one copy of the original bid marked "COPY". In the event of any discrepancy between the original & the copy, the one marked as original shall govern.



The original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

21.0 DEVIATIONS

Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc.in order to avoid delay in seeking clarifications on technical/ commercial aspect of the offer.

Deviations if any have to be listed only in the Form F-7 of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.

Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

Part – I “Techno-commercial/ Un-priced Bid” shall contain duly signed and stamped the following:

Covering Letter with Index

- Bidder's General Information Form F-1
- Power of Attorney as per Form F-3
- Financial Details as per Form F-4A & Form F-4B
- Certificate from Bank if bidder's working Capital is inadequate as per Form F-5
- Check List for agreed terms and conditions as per Form F-6
- No deviation confirmation / Deviation Form as per Form F-7
- Confirmation that bidder is not banned by any Indian Government organization/Government Undertaking from quoting as per Form F-8
- Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form F-9.
- Information regarding any current litigation in which the bidder is involved in Form F10.
- Certificates as per Form- 11, 12



- Declaration on tender document purchased / downloaded (on Bidder's letter head) as per Form F-13
- Format for Details of work order for meeting BEC as per Form F-14
- Format of Bid Security Declaration from Bidder In Lieu Of EMD (as per Form F-15)
- Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "QUOTED".
- Copy of GST & PAN, ESIC and EPF Registration Certificates
- Other documents as per Technical Volume of bid document

Note:

- a. The Un-priced bid and Priced Bids is to be submitted only via email (scanned copies) to HOGPL on following **E-mail ID** (candp@hpoilgas.in, candp1@hpoilgas.in); complete in all respect with technical details along with confirmation that all the terms and conditions of the tender are acceptable to the bidder except deviations if any.
- b. All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

22.1 "Price Bid"

The bidders shall submit the Price Bids in **PDF** format as per the SOR along with Un-Priced Bids. Price bid pdf shall be encrypted with password. **Password shall be 09 (Nine) alphanumeric characters long. The price bid of any bidder who submits pdf without password encryption shall be summarily rejected.**

Passwords shall be emailed separately by bidders to HOGPL as per the following instructions:

a.	First 3 characters of the password shall be emailed to CEO	<u>ceo@hpoilgas.in</u>
b.	Middle 3 characters of the password shall be emailed to CFO	<u>cfo@hpoilgas.in</u>
c.	Last 3 characters of the password shall be emailed to HOD-C&P	<u>candp@hpoilgas.in</u>

23.0 SEALING AND MARKING OF BIDS

Not Applicable

24.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Purchaser/ Consultant at the address specified under ITB, not later than the time and date specified in the tender documents.

The Purchaser/Consultant may, at its discretion, extend this deadline for the submission



of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25.0 LATE BIDS

Any bid received by the Purchaser/Consultant after the deadline for submission of bids prescribed by the Purchaser/Consultant will be rejected and returned unopened to the Bidder.

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission (but before the deadline for submission of bids), provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser/Consultant prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid shall be modified after the deadline for submission of bids.

No bid shall be withdrawn 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 of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. OPENING AND EVALUATION OF BIDS

27.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

The Purchaser/Consultant will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified in IFB).

Bidder who has submitted their bids within stipulated date and time, shall be asked to join the Un-Priced Bid opening through Video Conference (Preferably Zoom/ Skype/ Google Meet/Webex). Meeting ID shall be communicated.

The Bidders' representatives, who are wish to be present shall submit an authorization letter along their techno-commercial offer of the representative duly signed and stamped on letter head as registering evidencing of their attendance.

The Bidders' names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.

Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser / Consultant any documents



pertaining to its bid is not being acknowledged and relevant portions read out.

The Purchaser/Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

28.0 CLARIFICATION OF BIDS

During evaluation of the bids, the Purchaser / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification (shall be sent to e-mail ID provided in Form F-1) and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29.0 PRELIMINARY EXAMINATION

29.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

29.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

30.0 REJECTION CRITERIA

Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- Bid security declaration as per Form-15.
- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price change on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Completion Period
- Price Reduction Schedule.
- Price not quoted as per SOR.
- Warranty / Guarantee



- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

31.0 OPENING OF BID

The Bidders whose bids are found substantially responsive shall be invited to attend the opening of bid may be conducted through Zoom/ Skype/ Google Meet/Webex). Meeting ID shall be communicated.

Such bidders may be required to attend the bid opening at a short notice. The Bidder's representatives who are present shall submit undertaking evidencing their attendance.

The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

The price bids will be checked for arithmetical errors and such errors if any, will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail;
- In cases where a different summary price schedule and separate individual price schedules are provided to be filled in and if there is a discrepancy between the amount in the summary schedule and the summation arrived at by adding the individual schedules the higher of the two will be taken for the purposes of bid evaluation, while the lower of the two will be taken for the award if selected. If the Bidder does not accept the provisions of this clause, its bid will be rejected, and its bid security shall be forfeited.

32.0 EVALUATION AND COMPARISON OF BIDS

The Purchaser/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.

32.1 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- In case it is observed that any bidder has not quoted for any item in Schedule of Rates (such unquoted item not being at large), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by remaining bidder for



such items. If after evaluation such bidder is found to be lowest evaluated bidder, the rates of missing items should be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of bidder's quoted price, the above provisions shall not be applicable and such bid shall be rejected.

32.2 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

32.3 Comparison of Prices

32.3.1 The Purchaser/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.

32.3.2 Bidder must quote for full quantity for all SOR item. Bids with part quantity shall be liable for rejection.

32.3.3 Prices shall be evaluated to arrive at the lowest evaluated cost to owner.

32.3.4 The evaluated price of bidders shall include the following:

- i) Unit Rate quoted by the bidder.
- ii) GST (CGST&SGST/UTGST or IGST) on Unit Rate.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

33.0 CONTACTING THE PURCHASER/ CONSULTANT

33.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact



the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.

- 33.2** Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

34.0 POST-QUALIFICATION

In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser/Consultant deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

35.0 AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive.

Prices shall be evaluated on least price basis to owner to arrive at the lowest evaluated cost to Owner and work shall be awarded to at lowest cost arrived after evaluation.

36.0 SPLIT OF AWARD

Not Applicable

37.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

39.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Fax of Intent (FOI by Email) or registered letter to be confirmed in



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writing by registered letter, that its bid has been accepted.

The date of fax of intent for notification of award will constitute effective date.

The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.

The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.

Fax of Acceptance read in conjunction with bid documents shall be binding Contract.



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SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)



1.0 DEFINITIONS

- (a) **'Agreement' or 'Contract'** means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- (b) **'Completion Schedule' or 'Delivery Schedule'** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
- (c) **'Consultant'** means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement and named in SCC.
- (d) **'Contract Documents'** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- (e) **'Contract Price'** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- (f) **'Day', 'Month' or 'Year'** means calendar day, calendar month or calendar year.
- (g) **'Engineer In-charge'** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.
- (h) **'Effective Date'** means a date on which Supplier's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- (i) **'Goods'** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.
- (j) **'GCC'** means the General Conditions of the Contract contained in this section.
- (k) **'Inspector'** means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier's works and/or on receipt at Site as per terms of the Agreement.
- (l) **'Notification of Award'** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- (m) **'Purchaser' /or 'Owner'** means the organization purchasing the Goods, as named in SCC.
- (n) **'Services' or 'Ancillary Services'** means that services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.
- (o) **'SCC'** means the Special Conditions of the Contract (for works) forming a part of the Contract Documents.
- (p) **'Supplier' or 'Seller' or 'Contractor'** means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.



(q) 'FOT' – means that the Goods or supply items or services shall be done at site(s) warehouses or places mentioned by the Purchaser on FOT basis.

2.0 APPLICATION

GCC shall apply to the extent that they are not superseded by provisions of other parts of the Agreement.

3.0 INTERPRETATION OF CONTRACT DOCUMENTS

Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

4.0 CONFIDENTIALITY

The Supplier cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer/ Inspector.

Further, Supplier is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the supplier in the case where these documents have been used without such written consent.

However, these obligations do not apply to documents for which it can be demonstrated that

- ✦ Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- ✦ Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- ✦ Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

Regarding the application of this clause, the experts appointed by the Purchaser/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the Purchaser in these matters.

Any document, other than the Agreement itself, enumerated in GCC Clause shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's obligations under the Agreement, if so required by the Purchaser.

5.0 CONTRACT PERFORMANCE BANK GUARANTEE

Please refer SCC.

6.0 INSPECTIONS AND TESTS

Please refer SCC.

7.0 TRANSPORTATION

Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking



delivery of free issue material from store and Transportation to place of work including its coverage for transit insurance.

8.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.

The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.

Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to HOGPL.

If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.

9.0 PAYMENT

Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In-Charge within 30 (Thirty) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 8 of SCC.

Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

10.0 SUBCONTRACTING

The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.

Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub- contractors.

For any subcontract, the Owner is entitled to demand from the Contractor, for approval of the list of sub-contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the Owner cannot give rise to any legal bond between the Owner and the sub- contractors and leaves full responsibility only to the Contractor.

In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.

11.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE



Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.

If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

a. TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b. WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

In such events of above sub-clauses:

a. The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b. The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.

Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable



to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

12.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained.

13.0 CONTRACTOR'S OFFICE AT SITE

The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

14.0 CONTRACTOR TO INDEMNIFY THE OWNER

The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

15.0 SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the Owner indemnified in respect thereof.

16.0 OTHER AGENCIES AT SITE

The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances.

17.0 LIENS



The OWNER shall have lien on all materials, equipment's including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.

18.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN DELAYS IN THE CONTRACTOR'S PERFORMANCE

In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 0 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

19.0 TERMINATION FOR DEFAULT

Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.

The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.



20.0 TERMINATION FOR OWNER'S CONVENIENCE

The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.

For the remaining Goods, the Owner may elect:

- a. To have any portion completed and delivered at the Agreement terms and prices and / or
- b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- c. To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.

21.0 PAYMENT IF THE CONTRACT IS TERMINATED

If the CONTRACT shall be terminated as per Bid pursuant to Clause TERMINATION FOR DEFAULT of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a. The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.

b. Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.

The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

- a. Any and all completed works.
- b. Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

22.0 NO WAIVER OF RIGHTS

Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any



waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

23.0 PLANNING

Unless otherwise stated in the Agreement, the Contractor shall furnish to Owner not later than fifteen (15) Days from date of Notification of Award the following:

A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least:

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.

This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

24.0 PROGRESS

The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause "PLANNING" shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause "PLANNING".

The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.

If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.

The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

25.0 WORK IN MONSOON AND DEWATERING

Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.



During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

26.0 WORK ON SUNDAYS AND HOLIDAYS

For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-INCHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

27.0 PRICE REDUCTION SCHEDULE (PRS)

Please refer SCC

28.0 FORCE MAJEURE

For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Owner and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:

- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- Explosions, fires, destruction of machinery, plant and installations of any nature
- Arbitrary action, if any of the Government of India or a relevant State;
- Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement provided such refusal is not the result of the doing of the parties.
- Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not affected by such party's-controlled administration or employees.

Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.

Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

29.0 SETTLEMENT OF DISPUTES



If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out an amicable resolution and settlement.

In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/ amendment thereof.

HPOIL Gas Private Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by HOGPL, HOGPL will have right to choose the Sole Arbitrator.

The arbitration proceedings shall be held in Mumbai and shall be conducted in the English language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

It is hereby clarified that the Courts at Mumbai alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

30.0 LIMITATION OF LIABILITY

Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Supplier shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Supplier to pay Price Reduction to the Owner and the aggregate liability of the Supplier to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

31.0 GOVERNING LANGUAGE

The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

32.0 APPLICABLE LAW

The Contract shall be governed and interpreted in accordance with the applicable laws of India.

33.0 NOTICES

Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34.0 TAXES, DUTIES AND LEVIES



The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Owner shall directly pay the Customs Duty and GST to concerned Authorities in case of foreign bidders.

Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

Statutory Variation on the rates of Taxes and Duties of Owner's country, included in the contract price, will be applicable during the contractual period against documentary evidence. Imposition of any fresh statutory levy/ tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

35.0 STATUTORY VARIATION

Any statutory variation in GST within the contractual delivery period of lot shall be in Owner's account subject to the documentary evidence to be furnished by the supplier. Any benefit due to decrease in the taxes and duties shall be pass on to the Owner. Any variation in taxes and duties after Contractual Delivery Period shall be in Supplier's account.

36.0 INSURANCE

GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of



document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

Workmen Compensation, Mediclaim policy and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees (except those who are covered in ESI scheme against submission of documentary evidence) policy, who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work



3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

iii) ACCIDENT OR INJURY TO WORKMEN:

The PURCHASER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to HOGPL site and or any free issue materials issued by HOGPL, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including PURCHASER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Ownership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage's which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.



vii) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual work order.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance.

viii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

37.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

38.0 DATE OF COMING INTO EFFECT

The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.



39.0 EXECUTION OF WORK

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

40.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment's so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

41.0 CARE OF WORKS

From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions

42.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment's, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

43.0 OWNER MAY DO PART OF WORK

Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipment and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the



total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

44.0 POSSESSION PRIOR TO COMPLETION

The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

45.0 SUSPENSION OF WORKS

Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

46.0 CARE OF WORKS

Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

a) Decide that any works done, or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called `Defects in this clause), and

b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so



taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

47.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment's upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipment provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

48.0 DEFENCE OF SUITS

If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their



representatives harmless from all losses, damages, expenses or decrees arising out of such action.

49.0 DEDUCTIONS FROM THE CONTRACT PRICE

All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

50.0 COMPLETION CERTIFICATE

50.1 Application for Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 46.0 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

50.2 Completion certificate

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Completion certificate documents

For the purpose of Clause 50.2 the following documents will be deemed to form the completion documents:

- i. The technical documents according to which the WORK was carried out.
- ii. Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii. COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv. Certificates of final levels as set out for various works.
- v. Certificates of tests performed for various WORKS.
- vi. Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the store duly supported by necessary documents.



51.0 FINAL DECISION AND FINAL CERTIFICATE

Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

52.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

53.0 CONTRACTOR'S RESPONSIBILITY

The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.

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

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

Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so, required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

54.0 MODIFICATION IN CONTRACT

All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall



not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

55.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

56.0 SUB-LETTING OF CONTRACT

No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of Owner.

57.0 EMPLOYMENT LIABILITY OF CONTRACTOR

The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.

The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

58.0 COMPLIANCE OF LAWS

The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

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 / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws



in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.

The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipment shall be arranged by Owner.

The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third-party insurance for CNG Station shall be arranged by Owner.

59.0 THE ENGINEER-IN-CHARGE

59.1 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 bound by the same.

59.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

59.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

60.0 REPATRIATION AND TERMINATION

OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.

Also, Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be



recovered from the dues payable to the contractor and / or security deposit held with OWNER.

61.0 INDEMNITY

Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

62.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment's, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-in-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or



negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

63.0 JURISDICTION

The contract shall be governed by and constructed according to the laws in force in MUMBAI.

64.0 OWNERSHIP

Ownership of goods supplied by the domestic Seller will transfer to Purchaser on receipt of Goods.

65.0 CHANGE IN CONSTITUTION

Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause.



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SECTION-IV
SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 GENERAL

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.

Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

The contractor shall transport the material on daily/round the clock basis in all weathers, as per the time/duration indicated in the schedule of rates. The vehicles shall be deployed within 14 days or earlier from the date of issue of FOA / Letter of Intimation (LOI).

The rates quoted by the contractor shall be monthly basis as indicated in the schedule of rates (SOR). The rates thus quoted shall include all the charges not limited to remuneration of the cascades, Supervisor, Drivers and helpers, fuel charges, Repair & Maintenance, parking charges, Toll taxes etc.

The contractor shall make his own arrangements for repair/maintenance/ fueling of the vehicles and lodging & boarding of his staff.

The contractor shall have to provide sufficient money to the drivers on regular basis to meet the contingent requirement i.e., Fueling, Toll tax, Parking Charge etc.

The contractor shall provide proper uniform / PPEs to all the drivers / helpers / Supervisor engaged by him.

A maximum of one days' maintenance time for the vehicle shall be permissible each month. The contractor shall provide suitable substitute vehicle for such days of maintenance. Spare Cascade shall be provided by HOGPL on request, the contractor shall do loading and fixing of the cascade on a substitute HCV and their rates shall be inclusive of incidental charges on this account.

The vehicles provided by the contractor shall have a comprehensive insurance plan, including 3rd party insurance for the HCV and shall keep such insurance cover in force at all times.

2.0 INTERPRETATIONS

Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed



to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

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

Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

In case of irreconcilable conflict between relevant Indian standards, GCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict, in order of precedence:

(i)	Contract Agreement
(ii)	Detailed letter of acceptance along with statement of agreed variations and its enclosures such as schedule of rates, labour rates, etc.
(iii)	Letter / Fax of Acceptance
(iv)	Instruction to Bidders
(v)	Special Conditions of contract
(vi)	General Conditions of contract
(vii)	Job / Particular Specifications
(viii)	Drawings
(ix)	Technical / Material specifications
(x)	Indian standards
(xi)	Other Applicable Standards.

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

3.0 INSPECTIONS AND TESTS

During execution of work, the works shall be inspected by the Owner or its authorized representative for acceptance of the same.

For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.

The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.

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

4.0 STATUTORY VARIATIONS IN TAXES

The entire work covered under this contract shall be treated as works contract services. Bidder shall be required to quote their unit rates for all the SOR items inclusive of all applicable taxes viz. GST freight, Insurance including Transit Insurance as defined in the



tender document. Any statutory variation in the GST during the scheduled completion period only shall be considered by the owner against documentary evidence.

5.0 PAYMENT TERMS AND MODE OF PAYMENT

The Payment terms for Execution of Work shall be as follows:

PART A & B of SOR

1st running bill shall be processed only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, Contractor All Risk (CAR) policy, and GST registration. Running bill shall be processed only after submission of RPFC/ESI challans of previous executed months.

100% Monthly payment shall be made within 30days against submission of correct invoice duly certified by HOGPL Engineer in Charge/GA Head.

6.0 PAYMENT METHODOLOGY

The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in- Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.

The payment shall be released within 30 days from the date of receipt of invoice, if found to be in order and duly certified by EIC.

The Payment shall be released through electronic mode only.

7.0 FUEL PRICE VARIATION

Rates quoted are firm and will remain unchanged during currency of the Contract. However, the Company will consider an increase/decrease in the Kilometre rates during the contractual period, in the event of increase/decrease in retail prices of fuel. Monthly hiring charges should be quoted considering the cost of fuel on the sale date of this tender in Ambala-Kurukshetra.

This rate shall be considered as base rate per litre or kg of fuel for the purpose of calculation of escalation and de-escalation for the entire period of contract.

The calculation of escalation/de- escalation on account of cost of fuel over base rate will be done as follows:

$$X * Y/N$$

Where,

X= Km run after fuel rate increase/decrease

Y= Difference between base rate and revised rate of fuel

N= Millage of vehicle in Km/Kg or Km/Liter(approx.)

N= 15.0 Km/Kg for 4Wheeler

N= 60.0 Km/Litre for 2Wheeler

Escalation / de-escalation will be applied when the difference in Fuel retail selling rate from the base rate is 10%.

Contractor shall submit the actual bills in original issued by outlets and shall claim the escalation / de-escalation along with his regular bills.



No claim other than those mentioned above shall be admissible and rates quoted by the bidder shall be fixed for the whole Contract Duration.

During the currency of the contract, if there is any increase in the price of Vehicle spare parts, tyres, batteries, lubricants etc., no increase in the rates offered will be entertained.

8.0 COMPENSATION FOR IDLE TIME

Not Applicable

9.0 PRICE REDUCTION SCHEDULE (PRS)

In case supplier/contractor fails to complete the supply/work within stipulated period then unless such failure is due to force majeure as defined in Bid document, there will be reduction in order value @ **0.5% of the total order value for every week** or part thereof of the delay, subject to maximum of 5% of the total order value.

Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to supplier/contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both owner and supplier agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of supplier and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

Value considered for PRS as per above clause shall be excluding taxes and duties.

All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

10.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

The Contractor shall ensure that the HOGPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all levels, at sites.

Contractor shall promote & develop consciousness for Health, Safety & Environment among all personnel working for the Contractor. Regular work-site meetings (Toolbox talk) shall be arranged as 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, and fire protection measures such as water and fire extinguishers etc.

Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, HOGPL may impose penalty and subsequent stoppage of work for non-compliance. The decision of imposing monetary penalty & work stoppage shall be taken by EIC with consultation with Safety Officer of HOGPL.

All fatal accidents and other personnel accidents shall be investigated for root cause by HOGPL, and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, dust mask, ear plug, protective goggles, gloves, etc., as per job requirements.



All these gadgets shall conform to relevant IS specifications or equivalent.

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose-off any such materials without the express authorization of EIC of HOGPL.

Contractor shall follow the HPOIL GAS PVT LTD Safety Policy.

Contactor has to make his own arrangement to protect their workers/employees from any epidemic condition as may arrive at any point of time. In this connection contractor has to follow the government of India guidelines as declared from time to time.

11.0 PROVIDENT FUND

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register them with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owner's contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for payment made to the RPFC for the preceding months. EPF contribution is to be made for actual basic wages, which can't be less than the prevailing minimum wages as prescribed by Govt. of India from time to time.

In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.

In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty per instance may be imposed by owner.

12.0 SITE CLEANING

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

The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.

No extra payment shall be paid on this account.

13.0 WORKMANSHIP

Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

14.0 TIME LIMIT FOR CLAIMS

Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Owner on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in-Charge within 30 days of cause of such a claim occurring. Contractor shall be deemed to have waived off is writes to claim the same, if the claim is not raised within this period.



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15.0 CONTRACTOR'S PERFORMANCE

Contractor's performance will be evaluated after every 6(Six) months as per vendor performance evaluation criteria of HOGPL.

16.0 CONTRACT PERFORMANCE BANK GUARANTEE

The successful bidder shall furnish the Contract Performance Bank Guarantee (CPBG) equivalent to 03 (three) % of the total order value exclusive of taxes & duties within a period of fifteen (15) Days from the date of issue of Work Order. The CPBG should initially be kept valid for 90 days beyond the guarantee / warranty/ defect liability period. Claim period shall be 30 days more than the validity of the CPBG.

CPBG should be submitted by SFMS mode only.

HPOIL GAS PVT. LTD. Banking Details Required for CPBG.

Bank Name	CANARA BANK
Branch Code	005310
IFSC Code	CNRB0005310
SWIFT Code	CNRBINBBID
MICR Code	400015173
Account No.	5310201000035

17.0 CORRESPONDING ADDRESS

A. PURCHASER:

C&P Department
HPOIL Gas Private Limited
13th Floor, Meridian Business Centre, Plot No 27, Sector 30,
Near Sanpada Railway Station Vashi, Navi Mumbai – 400705
Tel: 022-49794272/4120 7522
Email: candp@hpoilgas.in/candp1@hpoilgas.in



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SECTION-V
FORMS & FORMATS



Tender No.: HOGPL/2021-22/C&P/018

FORM F-1

BIDDER'S GENERAL INFORMATION

1.1	Bidder Name	
1.2	Numbers of Years in Operation	
1.3	Address of Registered Office	
1.4	Operation Address (If different from above)	
1.5	Telephone Number	
1.6	Mobile Numbers, if any	
1.7	E-mail address	
1.8	Website	
1.9	Fax Number	
1.10	ISO Certifications, if any (If yes, please furnish details)	
1.11	Bid Currency	
1.12	Port of shipment	
1.13	Whether Supplier / Manufacture / Dealer / Trader / Service provider	
1.14	Type of Material Supplies	
1.15	Nature of firm Partnership firm/Prop firm / LLP/ Private limited /Public Ltd/Others	
1.16	If others please specify	
1.17	Details of Directors/ Proprietors / Partners	(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes along with the supporting documents)
1.17a	Please specify, if director is woman with atleast 51% share	
1.17b	Please specify, if director is SC/ST with atleast 51% share	
1.18	Bankers' Name	
1.19	Branch	
1.20	Branch Code	
1.21	Bank account numbers	
1.22	PAN No.	
1.23	TIN No.	
1.24	Whether SSI Registrant or not	
1.25	GSTN Registration no	
		(SEAL AND SIGNATURE OF BIDDER)



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FORM F-2

DELETED



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FORM F-3

POWER OF ATTORNEY

(To be submitted on the letter-head of company)

Tender No.: _____

Tender Description: _____

Name of Bidder: _____

“The undersigned _____(Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____(Name of bidder) whose registered address is _____and does hereby appoint Mr./Ms _____[name of authorized person/(s)] _____ (Designation) of M/s _____(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually)and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for _____(Name of work).

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

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



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**FORM F – 4 A
ANNUAL TURNOVER**

Bidder must fill in this form

Annual Turnover data for the last 3 financial years:

Year	Financial Year	Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



Tender No.: HOGPL/2021-22/C&P/018

**FORM F – 4 B
FINANCIAL STATUS**

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of
	Amount (in INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

- Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, indicated above, complying with the following conditions;
- All such documents reflect the financial situation of the bidder
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



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FORM F – 5
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's Letter Head)

To,
HPOIL Gas Private Limited
13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

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 HOGPL'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.: HOGPL/2021-22/C&P/018

FORM F - 6
CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Price Basis	FOT-Site (HOGPL's Store)
2	Firm & Fixed Prices	Accepted
3	Supply as per scope defined in the Tender documents	Included
4	All Taxes, duties, levies, etc. included in price	Included
5	Packing & Forwarding is Included in unit price	Included
6	Validity of Contract & Delivery period (As per Tender document)	Accepted
7	Guarantee Clause	Accepted
8	Price Reduction Schedule as per Tender document	Accepted
9	Term of Payments (As per Tender document)	Accepted
10	Contract Performance Bank Guarantee to be submitted in Fifteen (15) days	Accepted
11	Validity of bid & bid security	Accepted
12	Tender fees amount submitted: Details of DD no..... Dtd.....for	Yes
13	EMD of requisite amount submitted : Details of EMD: DD/BG no..... Dtd.....for	Yes
14	Price Quoted as per SOR.	Yes
15	Deviation / exception Form 7	Yes
16	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted
17	Splitting of qty. among bidders	Not Applicable
18	Place of Works/ Godown for dispatch	Not Applicable

Name of the Bidder : M/s

Signature :

Name :

Designation :



Tender No.: HOGPL/2021-22/C&P/018

FORM F – 8

DECLARATION (on Bidder's letter head)

HPOIL Gas Private Limited
13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

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

We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER



Tender No.: HOGPL/2021-22/C&P/018

FORM F- 9
PROFORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

HPOIL Gas Private Limited
13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

Sub: Bidding Document for

We _____ hereby authorise following representative (s) to attend the Un-priced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY



Tender No.: HOGPL/2021-22/C&P/018

FORM F-10

DETAILS OF LITIGATION (ON BIDDER'S LETTER HEAD)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.



Tender No.: HOGPL/2021-22/C&P/018

FORM F - 11

(CERTIFICATE FROM CHARTERED ACCOUNTANT)

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

We.....(name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s.....(name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place:

(Signature)

Date:

Name of Authorised Signatory

Membership No.

Encl.: As above

Note:

Submission of this form is Mandatory for all the bidders.



FORM F- 12

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year:
Amount (Currency)	
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
- For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"



Tender No.: HOGPL/2021-22/C&P/018

FORM F-13

DECLARATION ON TENDER DOCUMENT PURCHASED / DOWNLOADED (on Bidder's letter head)

Ref. No.

Date:

HPOIL Gas Private Limited
13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

Sub: - Bid Document no. for Supply of..... its
, Corrigendum & reply to bidder's queries etc.

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature

Name & Designation

For and on behalf of



Tender No.: HOGPL/2021-22/C&P/018

FORM F-15

FORMAT OF BID SECURITY DECLARATION FROM BIDDER IN LIEU OF EMD (On Bidder's Letter Head)

I/We, the authorized signatory of M/s.....participating in the subject Tender no.....for the job ofdo hereby declare:

- i) that I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- ii) That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/we commit any other breach of Tender conditions/ Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/award of all future contract (s) of HPOIL Gas Private Limited for a period of one year from the date of committing such breach.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / BIDDER
(On non-judicial stamp paper of appropriate value)

To,

HPOIL Gas Private Limited
13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

IN CONSIDERATION OF THE HPOIL GAS PRIVATE LIMITED, a Joint Venture Company of HINDUSTAN PETROLEUM COMPANY LIMITED AND OIL INDIA LIMITED, registered under the Companies Act, 2013, having its registered office at Marathon Futurex, 10th Floor N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 (hereinafter called "the Company" which expression shall include its successors and assigns) having awarded to M/s _____ partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Company's" Order No: HOGPL/..... dated and the General procurement conditions of "the tender" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract up to a sum of INR.....(Indian Rupees_) amounting to 10% (ten percent) of the total contract value.

We, (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Company" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Company" under, in respect of or in connection with the said supply contract inclusive of all the Company's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Company" to the Bank with reference to this Guarantee up to and aggregate limit of (Indian Rupees) and "the Bank" hereby agrees with "the Company" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrecoverable for all claims of "the Company" and liabilities of "the Supplier" arising up to and until midnight of.....
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Company" may now or any time anywise have in relation to Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Company" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Company" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.



3. "The Company" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Company" under any other security(ies) now or hereafter held by "the Company" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Company" hereunder or of prejudicing rights of "the Company" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Company" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Company" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Company" to "the Bank" as liable to be paid to "the Company" by "the supplier" or as suffered or incurred by "the Company" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Company" be conclusive of the amount soliable to be paid to "the Company" or suffered or incurred by "the Company", as the case may be, and payable by "the Bank" to "the Company", in terms hereof.
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed `
 - ii. This Bank Guarantee shall be valid up to and including ; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.
8. "The Bank" has power to issue this guarantee in favour of "the Company" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

IN WITNESS Where of..... Bank, has executed this document at.....
on..... 2021.

.....Bank
 (by its constituted attorney) (Signature of a person authorized to sign on behalf of "the Bank")



Tender No.: HOGPL/2021-22/C&P/018

SECTION – VI
SCHEDULE OF RATES (SOR)

(Attached as separate sheet)