



Tender No.: HOGPL/2021-22/C&P/005



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

**SUPPLY OF 3LPE COATED LINE PIPES FOR CITY GAS DISTRIBUTION  
PROJECTS AT AMBALA-KURUKSHETRA & KOLHAPUR GA**

**COMMERCIAL VOLUME**  
**(OPEN DOMESTIC COMPETITIVE BIDDING)**

**Tender No.: HOGPL/2021-22/C&P/005**

**Date: 29.06.2021**



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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 the pipeline network in Ambala-Kurukshetra and Kolhapur for supplying Natural Gas to Domestic, Commercial, and Industrial consumers. It is proposed to supply of 3LPE Coated Line Pipes for City Gas Distribution Projects at Ambala-Kurukshetra & Kolhapur GA as per details furnished in this Bid documents.

## 3.0 BRIEF SCOPE OF SUPPLY

Design, engineering, manufacture, procurement, inspection, testing at manufacturer's works, packing, transportation/ shipping, transit insurance, handling, and delivery to HOGPL's designated stores located in Ambala-Kurukshetra, Haryana and Kolhapur, Maharashtra including unloading and stacking as specified in the bid document.

SOR Item No.	Pipe Size (Inch)	W.T. (mm)	Grade	Std./Code	Type of Pipe	Type of Line Pipes Quoted (HFW/SMLS)	Total Qty. (Mtrs.)
1.0	<b>PART A: Ambala-Kurukshetra</b>						
1.1	6	6.4	GR. B	API5L	Coated	HFW/SMLS	6000
1.2	4	6.4	GR. B	API5L	Coated	HFW/SMLS	13000
2.0	<b>PART B: Kolhapur</b>						
2.1	6	6.4	GR. B	API5L	Coated	HFW/SMLS	20000
2.2	4	6.4	GR. B	API5L	Coated	HFW/SMLS	15000

## 4.0 DELIVERY LOCATION & SCHEDULE

Sl. No.	Delivery Location	Pipe Size	Quantity (mtr.)	Delivery Schedule
1	Ambala-Kurukshetra	6"	6000	Complete Material Should be delivered within 04 (four) months from the date of LOI/PO
		4"	13000	
2	Kolhapur	6"	20000	
		4"	15000	

## 5.0 BID VALIDITY

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



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## 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/005 dated 29.06.2021
7.2	Tender Document on Sale	29.06.2021 to 14.07.2021 till 1200 HRS IST
7.3	Bid document fee (Tender Fee)	5000/-
7.4	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 05/07/2021 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 04/07/2021 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	14.07.2021 till 14:30 HRS IST
7.6	Un-Priced bid opening date and Time	14.07.2021 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 <b>Unpriced bids and Priced bids</b> on following Email ID. <a href="mailto:candp@hpoilgas.in">candp@hpoilgas.in</a> <a href="mailto:candp1@hpoilgas.in">candp1@hpoilgas.in</a>

### DOWNLOADING OF TENDER DOCUMENT

The entire document has also been web hosted at HOGPL's website [www.hpoilgas.in](http://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. 23 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. 23 of ITB.

**8.0 BIDDER EVALUATION CRITERIA (BEC)**

**8.1 TECHNICAL:**

- 8.1.1. The Bidder must have successfully completed supplies of API 5L Gr. B, 3PLE Coating, PSL-2-line pipes in at least two supply orders of any size line pipes during the last 5 (five) Year.
- 8.1.2. The bidder must have valid API monogram.
- 8.1.3. Bidder must be a direct manufacture of line pipe.

**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:**

**8.2.1 Annual Turnover**

The average annual turnover of the bidder during the last three years should be as follow:

<u>SOR Item No</u>	<u>Pipe Size</u>	<u>Avg. Annual Turnover (INR)</u>
1.1	6"	69.93 Lacs
1.2	4"	102.18 Lacs
2.1	6"	233.10 Lacs
2.2	4"	117.90 Lacs

**8.2.2 Net Worth**

Net Worth should be Positive for preceding financial year.

**8.2.3 Working Capital**

Working Capital of the Previous financial year (2019-20) should be as follow:





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<u>SOR Item No</u>	<u>Pipe Size</u>	<u>Working Capital (INR)</u>
1.1	6"	6.99 Lacs
1.2	4"	10.22 Lacs
2.1	6"	23.31 Lacs
2.2	4"	11.79 Lacs

**Bidder Quoting for more than one items, financial requirement shall be on cumulative basis of quoted items.**

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

In support of financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit following:

Bidder Shall submit "Details of Financial capability of bidder" in prescribed format [Form – 4A & 4B] duly signed & stamped. Further, Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid duly certified / attested by notary public with legible stamp.

Certificate from Chartered Accountant for details of financial capability (F-11 & F-12 of Tender Document).

**Note:**

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for the respective groups amount specified in Table above, (Refer format as attached in „Forms & Formats" for certificate from Bank for Line of Credit).

In case of tenders having bid submission date up to 6 months from the end of the preceding financial year as followed by the bidder's firm and audited financial results of the immediate three preceding financial years from bid submission date are not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after the 6th month from the end of the preceding financial year as followed by the bidder's firm, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years from the bid submission date.

Bidder to quote for full quantity for quoted parts. Bid with part quantity shall be liable for rejection.

**8.3 Bids may be submitted by**

- Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST. Sole domestic bidder should have completed 3 financial years after date of commencement of business.
- Bidding through Sole Agent/Dealer is not permitted.
- Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above.
- Bidder must be a direct manufacture of line pipe.

**9.0 TENDER FEE AND BID SECURITY (EMD)**

**9.1 TENDER FEE**

Tender fee of INR 5,000/- (Inclusive of GST) 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: -



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

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, Tender Fee/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.

## 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](mailto:candp@hpoilgas.in)  
[/candp1@hpoilgas.in](mailto:/candp1@hpoilgas.in)



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**SECTION – II**  
**INSTRUCTIONS TO BIDDERS (ITB)**



## A. INTRODUCTION

### 1.0 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids for the supply of goods as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 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 BIDDING ENTITY

#### A. Bids may be submitted by:

- a. A single person/ entity (called sole bidder).
- b. A newly formed incorporated joint venture (JV) having manufacturing facility which has completed 2 financial years from the date of commencement of business;
- c. A Consortium having manufacturing facility (including an incorporated JV) having a maximum of 3 (three) members.
- d. An Indian arm of a foreign manufacturing company.

#### B. Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below respectively:

- a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria on individual / combined basis.
- b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- c. In case the bidder(s) is/are a Consortium (including an incorporated JV), and then the following conditions shall apply:
  - i. Each member in a Consortium may only be a legal entity and not an individual person;
  - ii. the Bid shall specifically identify and describe each member of the Consortium;
  - iii. the Consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent



documents);

- iv. One participant member of the Consortium shall be identified by the bidder as the “Prime Member” and Contracting entity for the Consortium;
- v. This prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all Consortium obligations;
- vi. The prime member shall fulfill each eligibility criteria;
- vii. A commitment shall be given from each of the Consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the Consortium;
- viii. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
- ix. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a Consortium member;
- x. No Consortium member shall hold less than 25% stake in a Consortium;
- xi. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a Consortium only;
- xii. Any person or entity can bid either singly or as a member of only one Consortium.

d. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

e. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a HOGPL, and in which case the conditions applicable to a HOGPL shall apply to them.

“Affiliate” of a Party shall mean any company or legal entity which:

- i. controls either directly or indirectly Party, or
- ii. which is controlled directly or indirectly by a Party;
- iii. is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.



### **3.0 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.

### **4.0 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.

### **5.0 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.

### **6.0 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.

### **7.0 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

### 8.0 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).

**Volume I: Commercial Volume** 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)
- Form Applicable After Award.

**Volume II: Technical Volume**

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.

### 9.0 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.

### 10.0 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.

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.

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 website [www.hpoilgas.in](http://www.hpoilgas.in) 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.

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

### C. PREPARATION OF BIDS

#### 11.0 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.

#### 12.0 DOCUMENTS CONSTITUTING THE BID

##### 12.1 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 Declaration (Form-15) furnished in accordance with Performa given in this bid documents.

##### 12.2 All pages of the bid offer to be signed and stamped by an authorised representative of the bidder.

#### 13.0 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.

In two-part bidding as specified in IFB, Bidder shall furnish its bid in two parts, the first part will contain all bid forms with related documents, SOR reiterated without prices but not the price schedule, the second part will contain only price schedule.

#### 14.0 BID PRICES

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

a. Quoted Unit price including packing & forwarding and TPIA charges.





- b. Unit freight charges including transit insurance, unloading & staking at HOGPL Site/Store.
- c. GST.

#### **15.0 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).

#### **16.0 CURRENCIES OF BID**

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

#### **17.0 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.

#### **18.0 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.

#### **19.0 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

**20.0 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.

**21.0 FORMAT AND SIGNING OF BID**

The Bidder shall prepare and submit all the bid document comprising the bid via e-mail as per ITB clause 23.0.

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.

**22.0 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. to avoid delay 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

### 23.0 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
- Bid security Declaration as per Form F-15
- 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](mailto:candp@hpoilgas.in), [candp1@hpoilgas.in](mailto: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 authorised representative (as described in bid document) of the bidder.

**Part II: 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.	<b>First 3 characters</b> of the password shall be emailed to CEO	<a href="mailto:ceo@hpoilgas.in">ceo@hpoilgas.in</a>
b.	<b>Middle 3 characters</b> of the password shall be emailed to CFO	<a href="mailto:cfo@hpoilgas.in">cfo@hpoilgas.in</a>
c.	<b>Last 3 characters</b> of the password shall be emailed to HOD-C&P	<a href="mailto:candp@hpoilgas.in">candp@hpoilgas.in</a>

**24.0 SEALING AND MARKING OF BIDS**

Not Applicable

**25.0 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.

**26.0 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.

**27.0 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**

#### **28.0 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 declaration 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.

#### **29.0 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.

#### **30.0 PRELIMINARY EXAMINATION**

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.

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.

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.

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.

#### **31.0 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
- Priced Bid Without Password
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

### **32.0 OPENING OF BID**

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

Such bidders may be required to attend the price 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.

### **33.0 EVALUATION AND COMPARISON OF BIDS**





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

### 33.2 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.

### 33.3 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.

### 33.4 Comparison of Prices

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

Bidder must quote for full quantity against quoted item. Bids with part quantity shall be liable for rejection.

Prices shall be evaluated on Item wise basis (1.1, 1.2, 2.1 & 2.2) i.e., each item shall be evaluated individually to arrive at the lowest evaluated cost to Purchaser.

The evaluated price of bidders shall include the following:



- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency (wherever applicable).
- ii) Inland transportation, transit insurance, unloading & staking at Delivery location and other costs incidental to delivery of goods.
- iii) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation (i.e., on sl. no. i and ii above)

**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.

**34.0 CONTACTING THE PURCHASER/ CONSULTANT**

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.

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**

**35.0 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.

**36.0 PROCUREMENT PREFERENCE**

**MSE GUIDELINES**

- i. **25%** of Annual procurement of HOGPL shall be through MSEs. Out of **25%** target of annual procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs **and 3% will be earmarked for procurement from MSEs owned by women.**

However, in the event of failure of such MSEs to participate in the tender or meet the tender requirements and L1 price, the 4% sub target of SC/ST MSEs **and 3% sub target for**





**MSEs owned by women** will be met from other General Category MSEs.

- ii. MSEs shall be facilitated by providing them tender sets free of cost, exempting them from payment of earnest money deposit (EMD).
- iii. The participating MSEs, within the band of L-1 +15% shall be allowed to supply a portion of the requirement by matching the price of L-1, if L-1 is from someone other than MSEs, atleast 25% of the total tendered value.
- iv. Only Manufacturing Enterprises qualify as MSEs. Traders and Agents shall not be allowed to avail the benefits extended under PP Policy.
- v. An MSE bidder shall be defined to be owned by an SC/ST Entrepreneur as under (Refer Annexure 3 – Govt. Guideline Sr. No. 3):
  - a. In case of Proprietary MSE, Proprietor(s) shall be SC/ST,
  - b. In case of partnership MSE, the SC/ST partners should be holding at least 51% shares in the Unit,
  - c. In case of Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.
- vi. An MSE bidder shall be defined to be owned by Women entrepreneur:
  - a. In case of Proprietary MSE, Proprietor(s) shall be Woman,
  - b. In case of partnership MSE, the women partners should be holding at least 51% shares in the Unit,
  - c. In case of Private Limited Companies, at least 51% shares shall be held by women promoters.
- vii. Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 along with amendments notified vide Government of India Gazette from time to time will be followed.

### **37.0 AWARD CRITERIA**

The Purchaser will award the contract to the successful Bidder/bidders whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid for each item, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **38.0 SPLIT OF AWARD**

NOT APPLICABLE

### **39.0 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.

### **40.0 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.

### **41.0 NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful



**Tender No.: HOGPL/2021-22/C&P/005**

Bidder in writing by Fax of Intent (FOI by Email) or registered letter to be confirmed in 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.



Tender No.: HOGPL/2021-22/C&P/005

**SECTION – III**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**



## 1.0 DEFINITIONS

All the initial capitalised terms used in the Agreement shall have the meaning as ascribed to such term hereunder:

- (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 those 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) **'Site' or 'Purchaser's stores'** means the place or places named in tender document.
- (p) **'SCC'** means the Special Conditions of the Contract (for purchase of Goods) forming a part of the Contract Documents.
- (q) **'Supplier' or 'Seller' or 'Contractor'** means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- (r) **'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 COUNTRY OF ORIGIN**

For purpose of this Clause, 'origin' means the place where the Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of Goods and services may be different from the nationality of the Supplier.

## **5.0 STANDARDS**

The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' in country of origin. Such standards shall be the latest issued by the concerned institution.

## **6.0 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 0 a) 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.



## 7.0 PATENT RIGHTS

The Supplier shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Supplier shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Goods to the extent needed to avoid any such infringement.

In case of legal action or proceedings for infringement against the Owner / Consultant, the Supplier undertakes to:

- Stand up for the Owner / Consultant in the defence of his rights and interests;
- Save Purchaser / Consultant harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
- Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;
- Reimburse to the Purchaser / Consultant, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;
- To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Supplier alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

In case of legal action or proceedings for infringement brought against the Purchaser / Consultant, the Supplier has the right to participate in the Owner's / Consultant's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible.

The modifications to be brought to the Goods must have the prior consent of the Purchaser / Consultant. This consent cannot in any way lessen the obligations of the Supplier that result from the present article, also in cases when new legal action or proceedings are initiated following the modifications that were made.

## 8.0 CONTRACT PERFORMANCE BANK GUARANTEE

Please refer SCC

## 9.0 INSPECTIONS AND TESTS

The Supplier will submit to Purchaser / Consultant the Inspection & Test Procedure (ITP) regarding design, manufacture and testing of all the items required under the Agreement within 15 days of Notification of Award. Purchaser / Consultant will then review the ITP and inform the Seller, the stages when the Purchaser / Consultant/ Inspector / Engineer would witness the tests and/or inspect the Goods under manufacturing, beyond which the progress of the specified activity / manufacturing will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)

The Seller will inform Purchaser/ Consultant fifteen (15) Days in advance for readiness of material for all such identified CHP's.

The Purchaser/Consultant or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, board and lodge of the Purchaser's representative / Inspector shall be to the account of the Supplier. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any such



representatives, (if outside of Purchaser's organisation) retained by it for these purposes.

The inspections and tests may be conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), at point of delivery, and / or at the Goods' final destination. If conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided by the Supplier to the inspectors at no charge to the Owner.

Should any inspected or tested Goods fail to conform to the Specifications, the Owner may reject the Goods, and the Supplier shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Purchaser.

Nothing in GCC Clause 9.0 shall in any way release the Supplier from any warranty or other obligations under the Agreement.

#### **10.0 ADDITIONAL TEST**

The Purchaser/ Consultant can also request for additional tests which were not identified and specified in the QCT/ITP but considers necessary to ensure the quality of the raw materials or of the manufacture.

In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Supplier defines and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s).

The Supplier places at the disposal of the Purchaser/Consultant, or of the chosen official or approved organization, the tools and/or items of general use, which belong to him as well as the staff necessary for the additional tests decided by the Purchaser/Consultant.

Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Supplier will be responsible of the ensuing delays, inasmuch as these tests have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.

If, on the other hand, the additional tests do not reveal, in the opinion of the Purchaser/ Consultant, unacceptable faults as indicated above, the cost borne by the supplier for the carrying out of these tests will be invoiced to the Owner, after prior justification, and the Supplier may be entitled to reasonable extension of the time limit.

#### **11.0 PACKING**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement. The packing shall be sufficient to withstand, without limitation, rough handling during transit and tropical humid conditions as exposure to extreme temperatures, salinity and precipitation during transit, and open storage. Further the size and weights of the packing cases shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement, including additional requirements, if any, specified in the SCC, and in any subsequent instructions of the Purchaser/Consultant.

#### **12.0 DISPATCH INSTRUCTIONS**

At least fifteen (15) Days before the expected dispatch date, the Supplier shall obtain authorization from the Purchaser / Consultant to go ahead with the dispatching, after ensuring





compliance to other requirements of the Agreement.

### **13.0 DELIVERY AND DOCUMENTS**

Delivery of the Goods shall be made by the Supplier in accordance with the Delivery Schedule specified in the Agreement. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

### **14.0 INSURANCE**

Transit Insurance up to HOGPL site/ store at olhapur (Maharashtra) shall be arranged by Supplier.

### **15.0 TRANSPORTATION**

Where the Supplier is required under the Scope of the Contract to transport the Goods to a specified place of destination or to Site, the Supplier shall transport to such place of destination or site, as the case may be, including insurance and storage, if required. The Contract Price will include costs of all such transportation.

The Supplier shall select such carrier which could deliver the Goods in requisite time. In such case, Supplier shall be required to check (i) Age of the carrier; (ii) schedule and actual maintenance; (iii) payment of relevant fees; (iv) pending claims, if any; (v) past accident records etc., so as to ensure safe and timely transportation of the Goods. (vi) Seaworthiness certificate for vessel used for import transportation.

In case delay occurs for reasons not attributable to Purchaser alone, the Supplier shall, if directed by Purchaser, adapt a specific way of delivery of Goods (air freight or likewise) at destination, the additional cost for which will be borne by the Supplier. If such specific way of delivery is required by Purchaser to pre-pone the deliveries, nevertheless, Supplier will arrange the same and difference of justified transportation charges will also be borne by the Purchaser.

### **16.0 GUARANTEE/ WARRANTY**

The Supplier warrants that the Goods supplied under the Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract Documents. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser's specifications and the Supplier has given his disclaimer of warranty obligations with respect to such requirement) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of use / destination.

This warranty shall remain valid for twelve (12) months from the date of successful commissioning of individual equipment or Eighteen (18) Months after the date of receipt of last shipment whichever is earlier. However, if these 18 months' period exceeds due to any defect observed in the equipment at site and the time taken in rectification and commissioning, the warranty will stand extended for another 12 months from the date of completion of rectification free of cost.

Bidder will assume responsibility the obtaining manufacturer's warranty for all bought out items and maintain sufficient stock of spares at each site to meet urgent requirements.

After the successful completion of Test run, Warranty phase will start and system taking over certificate shall be issued by the Owner.

Upon receipt of such notice, the Supplier shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Purchaser, deliver at the appropriate destination. The Supplier may take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser 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 from the last shipment of good/services.

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

#### **17.0 LATENT DEFECT**

If any latent defect (a defect which could not have manifested itself in the normal course of inspection and testing as per relevant codes, test procedures and contract specifications and normal usage as per industry practice will be referred to as latent defect) surfaces within five years of putting the Goods or parts thereof into operation, the Supplier shall repair or replace such Goods or parts, as the case may be, within technically reasonable period to the satisfaction of the Purchaser/Consultant and without any additional liability on the Purchaser, whatsoever.

#### **18.0 PAYMENT TERMS**

Refer SCC

#### **19.0 PRICES AND PRICE BASIS**

Prices charged by the Supplier for Goods delivered and Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the tender document.

#### **20.0 CHANGE ORDERS**

Any change in obligations with respect to the Agreement of either party shall be governed by a change order. The procedure of change order to be detailed in project coordination procedure to be developed pursuant to Notification of Award and agreed by the parties.

#### **21.0 CONTRACT AMENDMENTS**

Subject to GCC Clause 20.0, no variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.

#### **22.0 ASSIGNMENT**

The Supplier shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Owner's prior written consent.

#### **23.0 SUB-CONTRACTING**

The Supplier shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Supplier's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Supplier 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 Supplier's manufacturing or proposed manufacturing unit of authorized Supplier.

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

For any subcontract, the Purchaser is entitled to demand from the Supplier, for approval of the list sub contractors the Supplier intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine. Approval by the Owner cannot give rise to any legal bond between the Purchaser and the sub-contractors and leaves full responsibility only to the Supplier.



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

#### **24.0 DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser/Consultant in the Delivery Schedule.

If at any time during performance of the Agreement, the Supplier or its sub contractor(s) encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser/Consultant in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser/Consultant shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.

Except as provided under GCC Clause Force Majeure or for the reasons solely attributable to the Purchaser/Consultant, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) pursuant to GCC Clause PRS, unless an extension of time is agreed upon pursuant to GCC Sub-Clause 24.2 without the application of PRS.

#### **25.0 PRICE REDUCTION SCHEDULE (PRS)**

Please refer SCC

#### **26.0 TERMINATION FOR DEFAULT**

Except for the cases provided for in Clause Force Majeure, if the Supplier fails to execute the work or any 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 supplier

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, where upon the BIDDER shall stop forthwith any of the BIDDER'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 BIDDER and complete the same through a fresh BIDDER or by other means, at the risk and cost of the BIDDER, 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 as worked out in terms of the contract.

WITHOUT DETERMINING THE CONTRACT to take over the work of the BIDDER or any part thereof and complete the same through a fresh BIDDER or by other means at the risk and cost of the BIDDER and any of his sureties are liable to the OWNER for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by OWNER.

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

The OWNER shall also have the right to proceed or take action as per above, in the event that the BIDDER 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 BIDDER.

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

## **27.0 TERMINATION FOR PURCHASER'S CONVENIENCE**

The Purchaser, by written notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of the Supplier 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 Supplier's receipt of notice of termination shall be accepted by the Purchaser on the terms and prices of the Agreement.

For the remaining Goods, the Purchaser 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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier; and/or
- (c) to pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Supplier.

## **28.0 FORCE MAJEURE**

For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser 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 effected 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 and 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.

HOGPL 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 Purchaser, 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 Purchaser and the aggregate liability of the Supplier to the Purchaser, 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 and Courts at Mumbai shall have exclusive jurisdiction.

### **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 BIDDER 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 BIDDER and the BIDDER 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 BIDDER further agrees to comply, and to secure the compliance of all SUB-BIDDERS with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. BIDDER 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 BIDDER or SUB-BIDDER 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 make from bidder'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 Purchaser'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 Purchaser. Any variation in taxes and duties after Contractual Delivery Period shall be in Supplier's account.

### **36.0 DATE OF COMING INTO EFFECT**

The date of coming into effect shall be the date of Notification of Award issued by the Owner/ Purchaser.

### **37.0 OWNERSHIP**

Ownership of goods supplier by the Seller will transfer to Purchaser on receipt of Goods at HOGPL store.

### **38.0 REPEAT ORDER**

PURCHASER reserves the right, within 1 year of order to place repeat order upto 100% of the original ordered quantity (s) without any change in unit price or other terms and conditions.



Tender No.: HOGPL/2021-22/C&P/005

**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 DEFINITIONS**

The Purchaser is: (C&P Department), HPOIL Gas Private Limited having their office at 13th Floor, Meridian Business Centre, Plot No 27, Sector 30, Near Sanpada Railway Station, Vashi, Navi Mumbai - 400705. Tel: 022-4979 4272

FOT shall mean sum of Ex-works price including packing and forwarding, TPIA, GST, Transit insurance, transportation, unloading and stacking at site.

#### **2.0 PRICE REDUCTION SCHEDULE (PRS)**

In case supplier fails to complete the supply 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 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.

#### **3.0 DELIVERY AND DOCUMENTS**

Bidder to note that delivery shall be done at Ambala-Kurukshetra, Haryana & Kolhapur, Maharashtra site store per SOR.

Upon delivery of the Goods to the transporters/ carriers, the Supplier shall notify the Purchaser/ Consultant and fax/ mail the following documents to the Purchaser/ Consultant:

- (a) LR or GR
- (b) Packing List showing weight and dimension of each package
- (c) Manufacturer's factory inspection complying the technical specification as per tender.
- (d) Inspection release note issued by Purchaser/ Consultant/ TPIA
- (e) Cargo Insurance
- (f) Dispatch clearance issued by Purchaser/ Consultant.
- (g) Likely date of arrival.
- (h) Invoice



The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

Final original documents, transport copy for release of payment shall be submitted to HOGPL designated store.

#### 4.0 SHIPMENT

The Bidder shall make shipment only after obtaining dispatch clearance from Purchaser. For getting dispatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser.

The bidder shall provide details of adequate coverage of transit insurance along with dispatch documents.

#### 5.0 PAYMENT TERMS

**90 % of invoice value** as applicable will be paid by Owner within 30 days against receipt of invoice duly certified by Engineer-in-Charge/GA Head & submission of the following documents:

- i) Invoice in triplicate (As per GST Act/ Rules)
- ii) Inspection Certificate cum Release note issued by approved inspection agency or owner & Dispatch Clearance Note.
- iii) GR/ LR
- iv) Packing List
- v) Insurance cover note covering transit insurance.
- vi) No Claim Certificate
- vii) Statement of completion
- viii) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the bidder this certificate will duly be endorsed by the bidder owning overall responsibility.
- ix) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.

**Balance 10%** of payment will be made after supply of complete material and certification of the same by Engineer-in-Charge/GA Head.

#### 6.0 DISPATCH INSTRUCTIONS

Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

#### 7.0 REJECTION

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.





Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER.

#### 8.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

#### 9.0 QUALITY ASSURANCE/QUALITY CONTROL

The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for the various supplies for approval of HOGPL/HOGPL Consultant.

The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

The Purchaser, while agreeing to a quality assurance plan shall mark the stages for witness of Tests, review at any or all stages of work at shop/site as deemed necessary for quality assurance.

#### 10.0 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of technical specifications following shall hold good:

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

The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.

The Purchaser's right to inspect, test and wherever necessary reject the material after the material's arrival in the Purchaser's country shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.

Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's works as per approved ITP. TPIA charges shall be borne **by Supplier**. Approved TPIA are Moody International (India) Pvt. Ltd., Dr. Amin Controllers Pvt. Ltd., Certification Engineers International Ltd., International Certification Service Pvt. Ltd., Bureau Veritas (India) Pvt. Ltd., Hertz Inspection & Services Pvt. Ltd., Meenar Global Consultant, Quality Evaluation and Systems Team Pvt. Ltd. TUV SUD South Asia, Vincotte International India Assessment Service Pvt. Ltd., TUV India Pvt. Ltd., SGS India Pvt. Ltd. Supplier shall obtain HOGPL/HOGPL's Consultant's approval before finalizing the TPIA.

#### 11.0 REPEAT ORDER

Not Applicable

#### 12.0 MODE OF PAYMENT

Payment will be released through E-payment as detailed in ITB Taxes & duties (GST) shall be paid in Indian Rupees only. For reimbursement of taxes & duties the currency exchange rate as



mentioned in GST Invoice shall be considered.

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 PMC/EIC.

The Payment shall be released through RTGS only.

**13.0 DEDUCTION AT SOURCE**

Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

Purchaser will release payments to the Bidder after offsetting all dues to the Purchaser payable by the Bidder under the Contract.

**Notes: - All Invoices shall be raised in line with the GST Act/rules in vogue.**

**14.0 GUARANTEE/ WARRANTY**

Warranty shall remain valid for twelve (12) months from the date of successful commissioning of supplied material or Eighteen (18) Months after the date of receipt of last shipment whichever is earlier. However, if these 18 months' period exceeds due to any defect observed in the supplied material at site in that case supplier to replace the material without any extra cost to owner and the warranty will stand extended for another 12 months from the date of supply of replaced material.

**15.0 PACKING**

The SCC provisions shall supplement GCC Clause 11.0 as detailed below.

Packing shall be capable of withstanding rough sea weather for a minimum period of 2 to 3 months and shall be commensurate with the best commercial export practice in case of sea freight.

Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care' and' or 'This side Up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.

All delicate surface on equipment' materials shall be carefully protected and painted with protective paint compound and wrapped to prevent rusting and damage.

Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

All protrusions shall be suitably protected, and openings shall be blocked by wooden covers.

Wherever required, equipment' material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

**16.0 CONTRACT PERFORMANCE BANK GUARANTEE**

The successful bidder shall furnish the Contract Performance Bank Guarantee (CPBG) equivalent to 03 (Three) % of the total FOT order value exclusive of taxes & duties within a period of fifteen (15) Days from the date of issue of LOI/ Purchase 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.

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

Bank Name	CANARA BANK
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Tender No.: HOGPL/2021-22/C&P/005

Branch Code	005310
IFSC Code	CNRB0005310
SWIFT Code	CNRBINBBID
MICR Code	400015173
Account No.	5310201000035

**17.0 CORRESPONDING ADDRESS**

**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  
Email: [candp@hpoilgas.in](mailto:candp@hpoilgas.in)/[candp1@hpoilgas.in](mailto:candp1@hpoilgas.in)



Tender No.: HOGPL/2021-22/C&P/005

**SECTION-V**  
**FORMS & FORMATS**



Tender No.: HOGPL/2021-22/C&P/005

**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)



Tender No.: HOGPL/2021-22/C&P/005

**FORM F-2 (NOT APPLICABLE)**

**DELETED**



Tender No.: HOGPL/2021-22/C&P/005



**FORM F-3**

**POWER OF ATTORNEY**

(To be submitted on the letterhead 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.





Tender No.: HOGPL/2021-22/C&P/005

**FORM F – 4 A  
ANNUAL TURNOVER**

**Bidder must fill in this form**

Annual Turnover data for the last 3 financial years:

<b>Year</b>	<b>Financial Year</b>	<b>Amount (in INR)</b>
Year 1:	2019-20	
Year 2:	2018-19	
Year 3:	2017-18	

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/005

**FORM F – 4 B  
FINANCIAL STATUS**

Bidder must fill this form

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

<b>Description</b>	<b>For the year of 2019-20</b>
	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**



Tender No.: HOGPL/2021-22/C&P/005

**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/005

**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 .....	Not Applicable
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	.....

Name of the Bidder : M/s

Signature :

Name :

Designation :



Tender No.: HOGPL/2021-22/C&P/005

**FORM F-7  
DEVIATION FORM (On Bidder'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.

**Notes**

- 1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the HOGPL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job of the BIDDER.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification / Comments by Bidder	Remarks

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)



Tender No.: HOGPL/2021-22/C&P/005

**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 organization or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER



Tender No.: HOGPL/2021-22/C&P/005

**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

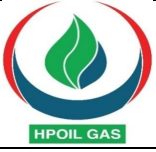
Name & Designation

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/005

**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/005

**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.**



Tender No.: HOGPL/2021-22/C&P/005

**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.

UDIN 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"**

Signature & Seal of Bidder



Tender No.: HOGPL/2021-22/C&P/005

**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/005

**FORM F-14**

**FORMAT FOR SUPPLY RECORDS OF GOODS FOR MEETING BEC**

<b>Sr. no</b>	<b>Purchase Order no.</b>	<b>Purchase r Name</b>	<b>Ordered Quantity</b>	<b>Supplied Quantity</b>	<b>IRN no./ DCN/ Taxable Invoice no.</b>	<b>Sr. No. of pages</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

**Bidder shall submit this form along with relevant document with proper numbering.**



Tender No.: HOGPL/2021-22/C&P/005

**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 of .....do 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:



Tender No.: HOGPL/2021-22/C&P/005

**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..... 2019.

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



Tender No.: HOGPL/2021-22/C&P/005

**SECTION – VI**  
**SCHEDULE OF RATES (SOR)**

(Refer separate SOR enclosed and available at website)