

TENDER FOR PROVIDING EXPERIENCED TECHNICAL MANPOWER AT DIFFERENT LOCATION OF HPOIL GAS PVT LTD

TENDER NO. HOGPL/2023-24/C&P/015 DATE: 12.03.2024

Sl. No.	Ref Clause No.	Ref Clause Description	Bidders Query	HOGPL Reply
1	SOR Item no. 4.1 of Group 1 & Group 2 of Schedule of Rates of Section VI of Commercial Volume	Fixed Monthly charges for providing Site In Charge: INR 46410	Maximum Salary specified in SOR items for site Incharge (INR 46,410) with minimum 10 years of experience seems on lower side. We request you to recheck on this requirement.	Bidder to refer Corrigendum 1
2	General		We have reviewed the scope of work and have noted that this is a very critical and technically challenging assignment hence we would request HOGPL to amend Pre-Qualifying Criteria and qualify only those bidders who are ISO 17020 certified.	Tender condition prevails.
3	Point No. 3 of Technical Volume	JOB DESCRIPTION ROLES & RESPONSIBILITIES:	As per our understanding Design is not in the scope of Supervision Contractor. Please confirm that our understanding is correct.	Site management, Construction Supervision, Documentation, Verification and inspection, and all related work for execution and Operation & Maintenance of the project shall be the responsibility of personnel , deployed by Agency. Bidder to refer the Technical volume for detailed scope of work.
4	Point No. 3 of Technical Volume	JOB DESCRIPTION ROLES & RESPONSIBILITIES:	As per our understanding Testing is not in the scope of Supervision Contractor. Please confirm that our understanding is correct.	Site management, Construction Supervision, Documentation, Verification and inspection, and all related work for execution and Operation & Maintenance of the project shall be the responsibility of personnel , deployed by Agency. Bidder to refer the Technical volume for detailed scope of work.
5	General		Please provide detailed addresses of project locations which are coming under this tender.	HOGPL Ambala-Kurukshehra GA, Kolhapur GA and Head office at Navi Mumbai. (Manpower details as per SOR)
6	General		Please clarify if work is on ON- OFF basis or on Continuous basis.	Bidder to refer clause no. 1 Scope of services (page no. 2) & point no. (cc) & (gg) of clause no. 4 Accountability of agency (page no. 16) of Technical Volume.
7	General		Please clarify if the work is on Visit basis or Monthly basis? If work is on a visit basis, then please specify frequency of visits. If work is on a monthly basis then please specify Schedule of Deployment.	Deployment would be on Man-month basis. Bidder to deploy manpower progressively as per requirement (refer tender for details). This is not on visit basis.
8	General		Please provide detailed breakup of manpower required.	Bidder to refer Schedule of Rates (SOR)
9	General		Please provide Price Bid Format.	Bidder to refer E-tender portal: https://petroleum.euniwizarde.com OR HPOIL website https://hpoilgas.in
10	General		Please let us know if Vendor inspection/ Material Inspection is a part of this tender or not.	Inspection of material procured by Execution Contractors and Operation & Maintenance contractors at site and if necessary HOGPL procured material in vendors' location is also the responsibility of personnel , deployed by Agency.
11	General		Please confirm that HOGPL will provide vehicle to Engineers in case any onsite travelling is required.	Personnel, deployed at GA locations would be logistically supported for their mobility through HOGPL vehicles at GAs and Vehicles available with Execution Contractors and Operation & Maintenance Contractors. For outstation travel if any, deployed personnel would be reimbursed expenses as per HOGPL Policy for outsourced employee.
12	General		Please confirm that HOGPL will provide office space, for deployed manpower.	Personnel deployed at GA locations to function from HOGPL site offices or site Offices of Execution Contractors and O&M Contractors besides attending on site jobs.
13	General		Please confirm that the deployed engineers shall be on direct payroll of Contractor or contractor can deploy contractual employees or Freelancers.	All Personnel deployed by the Agency should be on the rolls of the Agency. Bidder to refer clause no. 9 Instruction to Agency (page no. 20) of Technical Volume.
14	General		In case any engineer leaves then we will depute equally competent engineer. Please provide your acceptance for engineer replacement.	Bidder to refer clause no. 2 Performance of Services and clause no. 4 Accountability of Agency of Technical Volume.
15	General		Please confirm if CLRA will be applicable for this project or not? If yes kindly, note that as per labour law OT at the rate of double of normal wages rates needs to be paid to Engineers. We request HOGPL to provide OT at the rate of double of normal wages rates.	Mentioned manpower under the tender does not fall under workmen category, therefore OT is not applicable for the same.

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16	General		Right of termination: We would request you to give us right to terminate the contract by serving 07 days' advance notice.	Tender condition prevails.
17	General		We propose that upper limit of liability of the bidder should not be more than 10% of contract value of the TPA. Please confirm us your acceptance towards it.	Tender condition prevails.
18	Clause No. 21.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Owner and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to: <ul style="list-style-type: none"> • 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. 	We request you to add the following events in the Force Majeure definition i.e. "Pandemic and Epidemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation. Please advice	Tender condition prevails.
19	Clause No. 21.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Force Majeure: 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.	We request you to kindly include mandatory notice period of 30 days prior notice in case of force majeure. Please advice We request you to kindly include notice period of 30 – 45 days prior notice before termination of contract under in case of force majeure. Please advice	Tender condition prevails.
20	Clause No. 29.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Insurance CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as.....	We request you to please suggest the actual requirement of Insurance for the Third Party Agency for this tender. Kindly advice	This is the General condition of contract. For specific insurance covered under the tender bidder to refer clause no. 9 Instruction to Agency and clause no. 10 compliances under various labour laws of Technical Volume.
21	Clause No. 23.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Limitation of Liabilitythe aggregate liability of the Supplier to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.....	We understand that the liability of the Consultant shall be limited to 100% of contract fees under any circumstances for this contract. Please advice	Tender condition prevails.
22	Clause No. 22.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Settlement of Disputes: 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.....	We understand that for Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of "Sole & independent Arbitrator" should be agreed by both the parties mutually for any amount of claim. Please advice.	Tender condition prevails.
23	Clause No. 6.0 of Section - IV Special Conditions of Contract (SCC) of Commercial Volume	Price Reduction Schedule (PRS)/ Liquidated Damages/ Penalty In case contractor fails to complete the work/ services within stipulated period as defined in allotment letters then unless such failure is due to force majeure as defined in Bid document, there will be reduction in contract price @ 0.5% of the total contract value for every week or part thereof of the delay, subject to maximum of 5% of the total contract value. Penalties: All deployed personnels shall be provided with PPEs by agency and such personnel shall wear PPEs at the site. In the event of non-compliance, penalty of Rs.500/- per instance /per personnel shall be levied.....	We request you that the kindly limit the Liquidated Damages and any other Penalty applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances. Please advice.	Tender condition prevails.
24	Clause No. 53.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Jurisdiction: The contract shall be governed by and constructed according to the laws in force in Maharashtra...	We understand that Courts of Mumbai to have exclusive jurisdiction over the matter. Please advice	Tender condition prevails. Bidder to refer clause no. 22.0 of Section III (GCC) of Commercial Volume.

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25	Clause No. 49.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Repatriation and Termination the contract without assigning any reason thereof to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the contractor shall vacate the site.....	a) We request you to consider prior written notice of 45-60 days before termination of Contract due to any reason. b) We request you to please allow the consultant for equal right for termination by giving 45 days prior notice in writing Please consider	Tender condition prevails.
26	Clause No. 50.0 of Section - III General Conditions of Contract (GCC) of Commercial Volume	Indemnity Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify.....	We understand that the limit of indemnification by a service provider will be limited to the contract fees. Kindly advice.	Tender condition prevails.
27	Clause No. 4.0 Page No. 16 of 27 Technical Volume	Accountability of Agency: The persons to be deployed should be on rolls of the agency.....	We request the authority kindly clarify that the Agency can use Engineers on third party payroll for this contract. Please consider	All personnel deployed by the Agency should be on the rolls of the Agency. Bidder to refer clause no. 9 Instruction to Agency (page no. 20) of Technical Volume.
28	Clause No. 9.2 of Section - I Information For Bidders (IFB) of Commercial Volume	BID SECURITY/EMD All bids must be accompanied with bid security amount of INR 11.78Lakhs.	We use HSBC Ltd. Bank for our banking services and they are on the list of foreign Scheduled Bank Approved by Reserve Bank of India. So we request you to please clarify that can we use HSBC ltd. Bank to execute our Bank Guarantee. Please Suggest	Bidder to refer clause no. 9.4 of Ssection I (IFB) of Commercial Volume.
29	Clause No. 7.2/7.6/7.7 of Section I of Commercial Volume	Tender Document on Sale: 12.03.2024 to 28.03.2024 upto 1200 Hrs.	Kindly Request you to Extent Bid Submission date by 01 week due to Festival season.	Bidder to refer Corrigendum 1
		Bid Submission date and time: 28.03.2024 up to 1430 Hrs IST	We request you to extend tender due date minimum by 3 to 4 weeks after replying to our Queries.	
		Un-Priced bid opening date and Time: 28.03.2024 at 1500 HRS. IST on E-tender portal		

Seal & Signature of Bidder