



Tender No.: HOGPL/2021-22/C&P/006



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

HIRING OF MARKETING SERVICES FOR PNG CONNECTIONS AT KOLHAPUR GA

OPEN DOMESTIC COMPETITIVE BIDDING

TENDER NO : HOGPL/2021-22/C&P/006

Date : 06.07.2021



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SECTION - I
INVITATION FOR BIDS (IFB)



1.0 INTRODUCTION

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

2.0 BRIEF DESCRIPTION OF PROJECT

The present project is for expansion of pipeline network in Kolhapur district of Maharashtra for Supplying Piped Natural Gas (PNG) to Domestic, Commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles consumer.

3.0 BRIEF SCOPE OF SUPPLY

The Scope of Work covers registration for 15000 domestic customers/households for City Gas Distribution project in Kolhapur GA.

For detail scope of work refer SCC and schedule of rates.

4.0 COMPLETION SCHEDULE

The complete scope of work should be completed within 07 (Seven) Months from the date of issue of LOI/ Work Order.

5.0 BID VALIDITY

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

6.0 BIDDING PROCEDURE

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

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	HOGPL/2021-22/C&P/006 dated 06.07.2021
7.2	Tender Document on Sale	06.07.2021 to 21.07.2021 till 1200 HRS IST
7.3	Bid document fee/Tender Fee	500/-
7.4	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 12/07/2021 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



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		their official email IDs to HOGPL e-mail IDs latest by 11/07/2021 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	21.07.2021 till 14:30 HRS IST
7.6	Un-Priced bid opening date and Time	21.07.2021 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 Unpriced bids and Priced bids on following Email ID. candp@hpoilgas.in candp1@hpoilgas.in

DOWNLOADING OF TENDER DOCUMENT

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

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

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

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

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

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

PART-II (PRICED BID)

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

8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL:

Bidder Should have experience of carrying out at least one order for executing the job in the field (i) Direct Marketing/ Door-to-Door Marketing Survey for Demand Assessment / Customer Registration etc. for City Gas Distribution OR (ii) Marketing of any industrial /commercial consumables/ products on door-to-door selling basis in any one of the previous 5 years prior to due date of bid submission having minimum number of



registrations as mentioned below:

- Minimum 5000 registrations each have to be carried out in any two years of the previous 5 years.

In support of above, Documentary proof in the form of copy of work order/agreement along with detailed schedule of Rates and its completion/execution/client certificate must be submit with the bid.

The completion certificate/execution/client certificate clearly showing:

1. Full address of client, officer issuing certificate.
2. Reference of relevant work order.
3. Actual value of executed work & no. of registration executed.
4. Date of actual completion, successful execution of works.

8.2 FINANCIAL:

8.2.1 Annual Turnover

The average annual turnover of the bidder should be at least value of **INR 3.04 Lacs** or more in three preceding financial years.

8.2.2 Net Worth

The net worth of the bidder should be positive as per preceding financial year.

8.2.3 Working Capital

The Working capital of the bidder should be at least value of **INR 30,000/-** in the previous financial year.

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.

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.

Financial BEC		
8.2.1	Annual Turnover	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years i.e., FY 2019-20, FY 2018-19, FY 2017-18. AND



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		Certificate from Chartered Accountant for details of financial capability (F-12).
8.2.2	Net Worth	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediately preceding financial year i.e. in FY 2019-20. AND Certificate from Chartered Accountant for details of financial capability (F-12)
8.2.3	Working Capital	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediately preceding year i.e., in FY 2019-20. In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format F-5), having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC. Certificate from Chartered Accountant for details of financial capability (F-12).

Note: -

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

It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them is liable to be rejected.

HOGPL decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

All documents furnished by the bidder in support of meeting the Technical and Financial criteria of BEC as per IFB shall be submitted in a separate section along with their offer. This section shall be titled as "Documentation against Bidder Evaluation Criteria (Technical and Financial)" with proper index and page numbering.

9.0 TENDER FEE AND BID SECURITY (EMD)

9.1 TENDER FEE

Tender fee of INR500/- (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: -

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, 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/candp1@hpoilgas.in



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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)



A. INTRODUCTION

1.0 INTRODUCTION

The Owner/ Purchaser invites sealed bids for the supply of goods as mentioned in the tender documents.

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

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

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

2.0 BIDDING ENTITY

A. Bids may be submitted by:

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

Tender document consisting of:

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

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

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.

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

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

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

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

11.0 DOCUMENTS CONSTITUTING THE BID

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

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

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

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

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

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

12.0 BID FORM



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

13.0 BID PRICES

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

14.0 PRICE BASIS

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

15.0 CURRENCIES OF BID

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

16.0 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

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

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

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

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

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

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

- a detailed description of the essential technical and performance characteristics of the goods.
- an item-by-item commentary on the Purchaser/ Consultant’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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



18.0 BID SECURITY/ EMD

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

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

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

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

a. If a Bidder:

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

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

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

19.0 PERIOD OF VALIDITY OF BIDS

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

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

20.0 FORMAT AND SIGNING OF BID

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

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

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

21.0 DEVIATIONS



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

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

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

D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

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

Covering Letter with Index

- Bidder’s General Information Form F-1
- 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, candp1@hpoilgas.in); complete in all respect with technical details along with confirmation that all the terms and conditions of the tender are acceptable to the bidder except deviations if any.
- b. All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

22.1 “Price Bid”

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

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

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

23.0 SEALING AND MARKING OF BIDS

Not Applicable

24.0 DEADLINE FOR SUBMISSION OF BIDS

24.1 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.

24.2 The Purchaser/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25.0 LATE BIDS

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

26.0 MODIFICATION AND WITHDRAWAL OF BIDS



- 26.1** 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.
- 26.2** 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.
- 26.3** No bid shall be modified after the deadline for submission of bids.
- 26.4** No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. OPENING AND EVALUATION OF BIDS

27.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 27.1** 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).
- 27.2** 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.
- 27.3** 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.
- 27.4** The Bidders' names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 27.5** 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.
- 27.6** The Purchaser/Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

28.0 CLARIFICATION OF BIDS

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



29.0 PRELIMINARY EXAMINATION

- 29.1** The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.2** The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.3** Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 29.4** If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

30.0 REJECTION CRITERIA

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

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

- Bid security declaration as per Form-15.
- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price change on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Completion Period
- Price Reduction Schedule.
- Price not quoted as per SOR.
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

31.0 OPENING OF BID

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



ID shall be communicated.

- 1.2 Such bidders may be required to attend the bid opening at a short notice. The Bidder's representatives who are present shall submit undertaking evidencing their attendance.
- 1.3 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.
- 1.4 The price bids will be checked for arithmetical errors and such errors if any, will be rectified on the following basis.
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail;
 - In cases where a different summary price schedule and separate individual price schedules are provided to be filled in and if there is a discrepancy between the amount in the summary schedule and the summation arrived at by adding the individual schedules the higher of the two will be taken for the purposes of bid evaluation, while the lower of the two will be taken for the award if selected. If the Bidder does not accept the provisions of this clause, its bid will be rejected, and its bid security shall be forfeited.

32.0 EVALUATION AND COMPARISON OF BIDS

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

32.1 Evaluation

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

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- In case it is observed that any bidder has not quoted for any item in Schedule of Rates (such unquoted item not being at large), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by remaining bidder for such items. If after evaluation such bidder is found to be lowest evaluated bidder, the rates of missing items should be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of bidder's quoted price, the above provisions shall not be applicable and such bid shall be rejected.

32.2 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.



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

32.3 Comparison of Prices

- 32.3.1 The Purchaser/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.
- 32.3.2 Bidder must quote for full quantity against quoted item. Bids with part quantity shall be liable for rejection.
- 32.3.3 Prices shall be evaluated to arrive at the lowest evaluated cost to owner.
- 32.3.4 The evaluated price of bidders shall include the following:
- i) Unit Rate quoted by the bidder.
 - ii) GST (CGST&SGST/UTGST or IGST) on Unit Rate.

Note:

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

33.0 CONTACTING THE PURCHASER/ CONSULTANT

- 33.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.
- 33.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

34.0 POST-QUALIFICATION

In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated



responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

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

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

35.0 AWARD CRITERIA

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

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

36.0 SPLIT OF AWARD

Work is envisaged to be split between 04 contractors in the ratio of 40:20:20:20.

The inter-se-ranking of the bidders (L-1, L-2 ...) shall be determined based on the overall evaluated price for complete scope of work. The overall evaluated price of the L1 bidder based on their unit rate shall be considered for offering to L2, L3 bidders to match; starting from L-2 bidder followed by L-3, L-4...bidders and so on till specified 4 nos. of bidders are selected, by way of matching L1 rate. Award will be made on the rates finalized with L-1 bidder.

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

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

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

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

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

39.0 NOTIFICATION OF AWARD

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



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

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

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

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

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



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SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)



1.0 DEFINITIONS

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

3.1 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.

3.2 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

4.1 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.

4.2 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

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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

7.1 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.

7.2 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.

7.3 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.

7.4 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

- 9.1** 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)
- 9.2** The Seller will inform Purchaser/ Consultant fifteen (15) Days in advance for readiness of material for all such identified CHP's.
- 9.3** 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.
- 9.4** 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.
- 9.5** 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.
- 9.6** 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

- 10.1** 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.
- 10.2** 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).
- 10.3** 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.
- 10.4** 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.

10.5 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

11.1 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.

11.2 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 Kolhapur (Maharashtra) shall be arranged by Supplier.

15.0 TRANSPORTATION

15.1 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.

15.2 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.



15.3 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

16.1 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.

16.2 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.

16.3 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.

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

16.5 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.

16.6 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

17.1 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



18.1 Refer SCC

19.0 PRICES AND PRICE BASIS

19.1 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

20.1 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

21.1 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

22.1 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

23.1 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.

23.2 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.

23.3 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.

23.4 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

24.1 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.

24.2 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.

24.3 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

26.1 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

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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

27.1 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.

27.2 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.

27.3 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

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

29.0 SETTLEMENT OF DISPUTES

29.1 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.

29.2 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.

29.3 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.

29.4 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.

29.5 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

33.1 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.

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

34.0 TAXES, DUTIES AND LEVIES

34.1 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.

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

34.3 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.

39.0 ABNORMAL HIGH RATED ITEMS (AHR)

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

1. Rates as per SOR, quoted by the Contractor/Bidder.
2. Rate of the item, which shall be derived as follows:
 - a) Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material, and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.



Tender No.: HOGPL/2021-22/C&P/006

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

GCC 1.1(a): 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 SCOPE OF WORK

Detailed Scope of Work for providing marketing services by DMA FOR PNG CUSTOMER REGISTRATION as below.

Scope of Work under this contract includes providing the services of direct marketing agency for creating new consumers of Piped Natural Gas (PNG) in Kolhapur GA

The Direct Marketing agency shall carry out all activities related to PNG Registrations for Domestic consumers in the authorized Geographical area (GA) as defined in the Scope of Work herein given below under the supervision and complete control of the Marketing In-charge (MIC) nominated by HOGPL.

The nos. of registrations are indicative only. The actual may vary. The payment shall be made as per the actual job executed and certified by Marketing Officer/ HOGPL. There is no minimum work guarantee.

The Direct Marketing Agency shall set up one working office in Kolhapur GA. All the data entry related activities to be carried out at DMA's office by a designated data entry operator. The office should be equipped with latest configuration Computer/Laptop, Laser Printer, scanner and minimum 1MBPS Broadband Connection.

Direct Marketing Agency (DMA) will survey and elaborate PNG benefit to the household population in the colony/ society allocated by HOGPL for collection of registration for creating a database with respect to potential PNG customers and then submit the report to HOGPL in the format prescribed by HOGPL. The primary responsibility of DMA is to create awareness and promote piped natural gas (PNG) connection for domestic segment thereby ensuring that customers are given proper guidance/service and assisting them in filling the application for PNG connection.

In case of non-registration/ interest by customer, reasons for the same needs to be submitted to HOGPL.

DMA to coordinate with the Resident Welfare Associations / Managing Committee of the society/ area for any type of permissions / assistance required for conducting survey, Direct Marketing activities (i.e. leaflet distribution, canopy display at societies etc.) and project execution. DMA to interact with president and heads of new societies to secure No Objection Certificate (NOC) for registrations from the respective societies.

DMA has to appoint min 8 no. of manpower to meet the requirement as specified in SOR, within 10 days of requirement raise by HOGPL.



DMA will have to get required registrations as per provided by HOGPL.

To collect the refundable security deposit from all individual households as per the area designated by HOGPL. The refundable security deposit is to be collected in single instalment. However, HOGPL shall have absolute discretion / liberty to amend, modify the charges and / or terms and conditions / manner in which the same are to be administered / collected. DMA shall be required to abide by the decisions of HOGPL in this regard. The DMA has no authority to enter into cash transaction for and on behalf of HOGPL.

All registration charges are to be collected by way of HOGPL QR Code or A/c Payee Cheque / DD payable at Kolhapur GA, in favour of HOGPL. Under no circumstances cash will be collected. Any deviation from this policy of payment collection by cheque will attract a minimum penalty of Rs. 2000/- per instance in addition to recovery of cash collected. The registration data should be sent to HOGPL in soft copy in the same format which is provided on daily basis. Any error in the file sent to HOGPL for Business Partner Number generation will attract a penalty of Rs.1000/- per erroneous data file received.

All the QR code payment receipt or cheques have to be submitted to HOGPL within 05 (five) days from the date of QR code payment receipt or cheque /date of collection of cheque whichever applicable & mentioning Application No. on back side of cheque with customer's mobile No. HOGPL will have option to advise the DMA to present cheques for clearance directly with the designated bank and submit payment deposit slip to HOGPL on same day.

Delay in submission of cheque or payment receipt of QR code beyond fifteen days shall warrant a one-time penalty of Rs. 10/-per cheque. In addition, for further delay beyond one month from the date of cheque / date of collection of cheque whichever applicable a penalty of Rs. 02/- per cheque shall be charged for every single day delay in submission of cheque.

In the event of dishonor of cheques, DMA are required to follow up the matter at no extra charges and collect the fresh A/c Payee Cheque/ DD/QR code from the customer and submit to the HOGPL office. The payment for that particular cheque would be made to DMA post realization of cheque.

DMA shall not make any registration from the areas not declared / specified by HOGPL/ not allotted to DMA. In case it is observed that DMA have done the registration from the areas not specified by HOGPL then the administration charges of Rs. 500/- per registration shall be recovered from DMA. Further any liability (legal, financial or otherwise) arising out of this shall be DMA sole responsibility. DMA will be required to obtain written/e mail instruction from designated officer of HOGPL before starting process of registration in any area.

DMA will keep updating the customer wise records of cheques received or payment received from QR code at various stages (in terms of Registration / Subsequent installations). These records will be maintained in the format specified by HOGPL and copies (Soft copy in DVD / CDs and hard copy in printouts) will be given to HOGPL at regular intervals as required and by HOGPL. These records will be submitted along with the cheques or QR code payment receipt / filled up registration forms. Any deviation from this practice will attract penalty of Rs. 1000/- per instance. Stationary such as A-4 size papers required for Marketing Activities shall be provided by DMA.

DMA will carry out review of sales Team regarding the status of registrations, penetration and submitting the cheques to HOGPL on a daily basis. This will be done in the formats specified by HOGPL from time to time. DMA are required to submit regularly report in the prescribed format to HOGPL. DMA will encourage the customer for payment through QR code.



DMA will mobilize the marketing team of sufficient size for carrying out marketing activities. The number of personnel to be mobilized will be as per the requirement as prescribed by HOGPL depending on the number of households targeted from time to time. The sales team will wear uniform (decided by HOGPL) and carry identity cards/ authorization letters on door-to-door visits. Cost of uniform, identity cards etc. are to be borne by contractor only. All the above marketing executives will undergo a training program by HOGPL before actually starting the marketing activities.

All personal protective items shall be provided by the Agency to its man-force.

The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time during duty hours as directed by HOGPL.

DMA will ensure that the marketing executives communicate the correct information to consumers and conduct themselves in a dignified manner when representing HOGPL regarding gas supply, price, infrastructure, or service, etc. On receipt of any complaint regarding misbehaviour / any other conduct by the persons employed by the vendor, which brings disrepute to the image of HOGPL, DMA will remove such personnel from the job on instructions from PNG Marketing Dept. of HOGPL. The vendor shall be completely responsible for consequences, if any, legal or financial for any act of misbehaviour on the part of persons employed/contracted by him/her with prospective customers of HOGPL.

In the absence of any Specifications covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

DMA will attend meeting the RWA or any other public forum as per day and time specified by the concerned Marketing officer of HOGPL. Any relaxation from this activity is required to be obtained in writing from the controlling marketing officer of HOGPL. In case any instance where it is found that camps are not organized on advice of HOGPL every such incident will attract a penalty of Rs.1000/-.

For marketing of the PNG connections, DMA will use an intelligent combination of the following techniques, in consultation with PNG Marketing Dept. Of HOGPL after obtaining the necessary permissions from all concerned RWA's etc. (promotional materials shall be in DMA Scope):

- a) Leaflets
- b) Posters
- c) Frequently asked questions (FAQ)
- d) Banners
- e) Awareness cum Registration Camps
- f) Inserts in Cable TVs
- g) Audio / Visual Presentations
- h) Demonstrations of Meter / Regulators
- i) Tele Marketing
- j) Door to Door Marketing
- k) Mailers
- l) Any other marketing activities, as advised by EIC.

Any other marketing activities, which in DMA opinion can yield, better results. Depending on need marketing officer of HOGPL may instruct DMA to undertake special campaign for registration of domestic, Industrial and Commercial connections by combination of one or more than one activity in a specified / all area.

DMA will carry out the process of registration in any area in a time bound manner as



communicated by HOGPL from time to time and HOGPL shall review the progress being made on periodic intervals.

DMA has to report to marketing department on weekly basis with progress report and also provide MIS on weekly basis.

DMA will be responsible for coordinating with team of engineers of HOGPL working in the area to facilitate installation /conversions of PNG connections. For any matter, which requires intervention from marketing team, DMA will be responsible to bring such matters to the notice of concerned area marketing officer of HOGPL.

DMA shall make a list of such residents / houses that have not opted to register for a PNG connection in a society / area. DMA will be responsible to ensure circulation of a notice informing residents last opportunity to register for a PNG connection before winding up of execution activities.

DMA will be required to maintain complete secrecy of customer data base of HOGPL and will not share it with any third party without written consent from HOGPL. Further any liability (legal, financial or otherwise) arising out of this shall be DMA's sole responsibility.

DMA will obtain prior written permission from HOGPL for selling any other product to PNG customers of HOGPL through DMA firm or any of DMA sister concern. Failure to intimate the same to HOGPL will invite penalty, which may include cancellation of agency contract for registration of PNG connections.

DMA will obtain consent of concerned marketing officers of HOGPL before circulating any leaflet/ notification giving any information for promotion PNG business. An approval of content of such communications and sample of leaflet should be obtained in writing.

DMA communication with RWA's will be guided by the policy and execution plans of HOGPL for piped natural gas in areas allocated to DMA. HOGPL will not be responsible for any commitment made by DMA or any of DMA employees, which cannot be justified within the framework of company's policy.

HOGPL reserves the right to terminate contract at any time if the performance is not satisfactory and the same shall be binding on DMA without any financial implication to HOGPL. HOGPL also reserves the right to release the split work order on other party for incomplete work at the time of termination.

DMA will submit the bills on monthly basis to HOGPL marketing dept. Stage wise Bill will be submitted for successful registrations only.

Get the registration form duly filled along with customer's signature. DMA will be responsible for collecting following documents with registration form for PNG connections.

- a) Proof of ownership of property where PNG connection has been applied for
- b) NOC from owner of property in case application has been made by any person (Tenant/ Family member) other than owner.
- c) Collect payment through HOGPL QR code (preferred) or Cheques/ DD collected for the registration amount must have following details written by customer on the back of it (details shall match with the data provided in the registration forms).
- d) Tariff card signed by customer.
- e) Any one ID proof (PAN Card, Driving License, Passport, Aadhaar, Ration Card, Bank Passbook, Voter ID)
- f) Any one address proof (latest copy of Electricity /landline telephone/water bill, society certificate, allotment letter issued by Builder/ LDA/ ADA/ Awas, Vikas, Passport, Voter ID, Ration Card)
- g) Duly filled NACH form (if applicable).



Get the payment through HOGPL QR code (preferred) and collect soft payment receipt or cheque duly filled along with customer signatures & issue acknowledgement along. Deposit the QR code payment receipt (preferred) or cheque along with registration forms and the records in prescribed format in soft (DVD/CD) and hard (print) copies to HOGPL. DMA shall also be required to attach a Xerox copy of cheque issued by customer with the application forms.

a) Clearance of cheques.

DMA shall not be entitled for any commission for connection, which could not be service sized in totality.

b) DMA shall be responsible for educating such customers about customer services of HOGPL.

Registration from Pvt. Builders /government institutions:

a) Getting registration form completed by new home buyers in builder flats / new allottee's in government quarters.

b) In all the area of its operations HOGPL shall be at liberty to directly obtain bulk orders for PNG connections with payments from private builder's / land developers / government departments. Please be clarified that in this category, contractor shall not directly contact the builders / Govt. Institutions until & unless advised or directed by HOGPL.

c) On sale/allotment of such houses, on HOGPL's advise, DMA shall be required to get registration from filled by new home buyers/ allottee's along with other necessary documents, NOC, with /without cheque (i.e. as per requirement) towards refundable security deposit for the PNG connection, and / or PNG consumption security deposit as prescribed by /HOGPL from time to time.

d) DMA shall be responsible for forwarding these forms to HOGPL for further processing (preferably in 24 hours).

e) DMA shall be responsible for forwarding data in prescribed format pertaining to such customers in soft/hard copy to HOGPL for necessary processing.

Direct Marketing Agency will appoint a supervisor who will supervise and monitor the Marketing Executives work and will carry out review of Sales Team regarding the status of registrations, penetration and submitting the cheques or payment receipt of QR code (preferred) to HOGPL on a daily basis. This will be done in the formats specified by HOGPL from time to time. Supervisors are required to ensure that the target set by HOGPL is being achieved and accordingly submit the weekly report in the prescribed format to HOGPL. Any delay/ non-submission of weekly report shall warrant a penalty of Rs.500/-. Supervisor will directly report to HOGPL marketing Officer for instructions and guidance.

If as per assessment of HOGPL the performance of bidder is not satisfactorily, or bidder is not able to meet the target or bidder has not mobilized in any area on which decision of HOGPL shall be final, HOGPL can get the job executed through other agencies at the risk & cost of bidder. This shall be binding on bidder & it shall no objection/claim on HOGPL for any compensation.

If the payment is claimed as per SOR and same has been released to DMA for any registration done by them and if the same is got cancelled / withdrawn by customer (within the DMA contract duration) or the same is not found technically viable to install LMC, the charges released in such cases shall be deducted in subsequent bills of the DMA.

DMA is required to comply with all norms mentioned in the PNGRB QoS. Some of them are listed as under:

- Procedure to apply for a PNG connection.
- List of documents to be submitted at the time of application.
- Issue a numbered and dated receipt to the customer. The receipt has to be provided by DMA assigned by HOGPL at the time of registration of customer, but handing over the receipt to the customer is responsibility of the DMA.



- Register customers only after all the statutory permissions are in place and after a clear communication by Marketing team or Engineer from HOGPL.
- Accept PNG connection application from the lawful owner of the premise and submit NOC of the lawful owner in case of tenant.
- In case of any non-clarity on the documentation part, decision of HOGPL will be final and binding.

DMA to keep track of all the registration forms and receipts issued by HOGPL and submit the reconciliation report to HOGPL on monthly basis.

DMA to verify the filled-up registration forms properly, for correct name of customer, address details, valid ownership proof, signatures of customers and Payment receipt of QR code or cheque collected from customer etc. before submitting it to HOGPL.

Interest Free Security Deposit is to be collected by way HOGPL QR Code or A/c Payee Cheque/ DD, QR Code, etc. only in favour of HPOILGAS PRIVATE LIMITED. Under no circumstances cash will be collected. Any deviation from this policy will attract penalty as decided by HOGPL.

In an event of any cheque being dishonor for reasons other than Insufficient Balance which are controllable and in purview of DMA, the DMA will be penalized by way of deduction of the token amount from the Service Charges payable by HOGPL.

Any cheque dishonor by bank will be charged to vendor in line with rates charged by Bank to HOGPL.”

Minimum 02 numbers of promotional activity shall be completed by DMA Promotional activity shall include: - Customer awareness Camp in major public places after taking due approval from statutory authorities.

3.0 TERMS OF PAYMENT

Payment to the contractor shall be made by HOGPL against receipt of invoice duly certified by Engineer-in-Charge/GA Head in the following manner:

SOR Item No. 1.a

90% of the payment shall be made on Obtaining permission/NOC from societies with 80% of Registration and submission of details in the given formats as per the requirement of HOGPL in soft/hard copy.

Balance 10% after Submission of documents/reports, Closure of contract

SOR Item No. 1.b

95 % of payment shall be made on the number of domestic PNG registrations made, collection of registration form along with registration amount by DMA and realization of collected amount in HOGPL bank account duly certified by Engineer-in-Charge (EIC) & Generation of BP Numbers.

Balance 05 % on contract closure and submission of all documents as per contract.

SOR Item No. 1.c

75 % of Payment shall be made on the number of domestic PNG registration made, collection of registration form along with current Scheme (EMI Scheme) amount by DMA and realization of collected amount in HOGPL bank Account duly certified by Engineer-in-Charge (EIC) & Generation of BP Numbers.



20 % of Payment shall be made on after meter installation of registered customer with promotional (EMI scheme). HOGPL shall provide meter installation record.

05 % on contract closure and submission of all documents as per contract.

4.0 COMPENSATION FOR IDLE TIME

No Idle time claim shall be entertained under any circumstances.

5.0 PRICE REDUCTION SCHEDULE (PRS)

In case supplier/contractor fails to complete the supply/work within stipulated period then unless such failure is due to force majeure as defined in Bid document, there will be reduction in order value @ **0.5% of the total order value for every week** or part thereof of the delay, subject to maximum of 5% of the total order value. Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to supplier/contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both owner and supplier agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which Owner would have suffered on account of delay/ breach on the part of supplier and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

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

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

6.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

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

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

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

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

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

All persons deployed at site shall be knowledgeable of and comply with the environmental



laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose-off any such materials without the express authorization of EIC of HOGPL.

Contractor shall follow the HPOIL GAS PVT LTD Safety Policy.

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

7.0 COMPLIANCE WITH LAW

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

- a) Apprentices Act.
- b) Contract labour (Regulation & Abolition) Act.
- c) Employers Liability Act.
- d) Environment Protection Act.
- e) Factory Act.
- f) Industrial Dispute Act.
- g) Minimum Wages Act.
- h) Payment of Wages Act.
- i) Workman Compensation Act.
- j) Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- k) Any other Statute, Act, Law as applicable.

8.0 TIME LIMIT FOR CLAIMS

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

9.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

10.0 SUB-LETTING OF CONTRACT

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

11.0 CLOSURE OF WORK ORDER

It is contractor's obligation to submit final bill and all requisite documents as per tender condition for closure of the contract within 15 days after completion of work.

In case contractor fails to close the work order within 15 days' period, HOGPL will initiate action to close the contract as per documents/data available on the record. HOGPL reserves the right to adjust any pending liability of the closed contract from the any other running contract.

12.0 CONTRACT PERFORMANCE BANK GUARANTEE

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



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OR

Retention money of 03 (three) % shall be deducted from each running bills and final bill of the contractor in lieu of Performance Bank Guarantee. Retention money shall be released after 15 (fifteen) months. HPOIL GAS PVT LTD shall not be paying any interest on the retained amount.

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

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

13.0 CORRESPONDING ADDRESS

A. **PURCHASER:**

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



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SECTION-V
FORMS & FORMATS

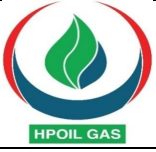


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FORM F-1

BIDDER'S GENERAL INFORMATION

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



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FORM F-2

DELETED



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FORM F-3

POWER OF ATTORNEY

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

Tender No.: _____

Tender Description: _____

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

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



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**FORM F – 4 A
ANNUAL TURNOVER**

Bidder must fill in this form

Annual Turnover data for the last 3 financial years:

Year	Financial Year	Amount (in INR)
Year 1:	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/006

**FORM F – 4 B
FINANCIAL STATUS**

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of 2019-20
	Amount (in INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

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

SEAL AND SIGNATURE OF BIDDER



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

(To be provided on Bank's Letter Head)

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

Dear Sir,

This is to certify that M/s..... (Name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for HOGPL's RFQ/Tender no._____ dated_____ for_____ (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s_____ (name of the Bank with address) confirms availability of line of credit to M/s_____ (name of the bidder) for at least an amount of Rs._____.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for

(Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



Tender No.: HOGPL/2021-22/C&P/006

FORM F - 6
CHECK LIST FOR AGREED TERMS AND CONDITIONS

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

Name of the Bidder : M/s

Signature :

Name :

Designation :



Tender No.: HOGPL/2021-22/C&P/006

**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/006

FORM F – 8

DECLARATION (on Bidder's letter head)

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

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

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

SEAL AND SIGNATURE OF BIDDER



Tender No.: HOGPL/2021-22/C&P/006

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/006

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/006

FORM F - 11

(CERTIFICATE FROM CHARTERED ACCOUNTANT)

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

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

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place:

(Signature)

Date:

Name of Authorised Signatory

Membership No.

Encl.: As above

Note:

Submission of this form is Mandatory for all the bidders.



FORM F- 12

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized signatory]
Name:
Designation:
Seal:
Membership no.

Instructions:

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



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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/006

FORM F-14

FORMAT FOR ORDER RECORDS FOR MEETING BEC

Sr. no.	Purchase Order no.	Purchase r Name	Ordered Quantity	Supplied Quantity	IRN no./ DCN/ Taxable Invoice no.	Sr. No. of pages
(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/006

FORM F-15

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

To,

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

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

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

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



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

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

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



Tender No.: HOGPL/2021-22/C&P/006

SECTION – VI
SCHEDULE OF RATES (SOR)

(Attached as separate sheet)