



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

A. INTRODUCTION

INSTRUCTIONS TO BIDDERS (ITB)



1.0 INTRODUCTION

- 1.1 The Owner/ Consultant invites sealed bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Owner reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2.0 BIDDING ENTITY

Bids may be submitted by a single person/ entity (called sole bidder)

3.0 ELIGIBILITY OF BIDDERS

- 3.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 3.2 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.
- 3.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 3.4 The bidder should not be on holiday or black listed by Purchaser or its parent companies or any Government Department. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall may or may not be considered for opening/ evaluation/award on case-to-case basis.

4.0 ONE BID PER BIDDER

- 4.1 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.
- 4.2 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.
- 4.3 Alternative bids are not acceptable.

5.0 COST OF BIDDING

- 5.1 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

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the conduct or outcome of the bidding process.

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

6.1 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.

7.0 SITE SURVEY

7.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.

7.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

B. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

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

Volume I: Commercial Volume consisting of:

- a) Section – I : Invitation for Bids (IFB)
- b) Section – II : Instructions to Bidders (ITB)
- c) Section – III : General Conditions of Contracts (GCC)
- d) Section – IV : Special Conditions of Contracts (SCC)
- e) Section – V : Forms and Formats
- f) Section – VI : Schedule of Rates (SOR)
- g) Form Applicable After Award

Volume II: Technical Volume

8.2 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.

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9.0 CLARIFICATION ON BID DOCUMENTS

- 9.1 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 (including an explanation of the query but without identifying the source of inquiry) will be webhosted on ITI Limited's e-tendering website <https://petroleum.ewizard.in/> and official websites of HOGPL <https://hpoilgas.in/> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

10.0 AMENDMENT OF BID DOCUMENTS

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

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

Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause "CONTENT OF BID DOCUMENTS" and shall be hosted on the HOGPL, PMC's websites and ITI's e-tendering portal before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addendum / corrigendum / clarifications to bidder's query hosted on the above websites before submitting the bid.

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

C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

- 11.1 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.
- 11.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

12.0 DOCUMENTS CONSTITUTING THE BID

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

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- a. Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- b. Price Bid having Price Schedule/SOR filled up in accordance with tender documents in a separate envelope.
- c. 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
- d. EMD/Bid security (Form-2) furnished in accordance with Performa given in this bid documents.

12.2 All pages of the bid offer to be signed and stamped by an authorised representative of the bidder and page number shall be mentioned in every page.

13.0 BID FORM

13.1 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.

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

14.0 BID PRICES

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

- a. Quoted Unit price including packing & forwarding and TPIA charges.
- b. Unit freight charges including transit insurance, unloading & staking at HOGPL Site/Store.
- c. GST.

15.0 PRICE BASIS

15.1 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 variation in GST).

16.0 CURRENCIES OF BID

16.1 Bidders shall submit bid in **Indian Rupee (INR)** only.

17.0 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

17.1 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.

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

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- a) That the Bidder has the financial, technical, and production capability necessary to perform the contract;
- b) That the Bidder meets the qualification criteria stipulated in the Tender.

18.0 BID SECURITY/ EMD

- 18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 18.3 The bid security shall be in one of the following forms:
- a) unless otherwise specified, a bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India, in the form provided in the bid documents or another form acceptable to the Purchaser and valid for sixty (60) days beyond the validity of the bid; or
 - b) A banker's cheque or a demand draft payable to the Purchaser as detailed in tender.
- 18.4 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 18.5 Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Owner.
- 18.6 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the Contract Performance Guarantee.
- 18.7 The bid security may be forfeited:
- a. If a Bidder:**
 - a) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or
 - b) Does not accept the correction of errors; or
 - b. In the case of a successful Bidder, if such Bidder fails**
 - a) To accept the award
 - b) To furnish Contract Performance Bank Guarantee in accordance with tender.

For this purpose, in the event of the tendering company being a Public-Sector Enterprises, a declaration to that effect and in case of vendor registered with NSIC or a MSEs, a copy of the registration certificate of acknowledgement copy of the Enterprises Memorandum part-II (EM-II) should be obtained.

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18.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security and tender fee in accordance with the provisions of Public Procurement Policy-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. Further, the Government Departments/ PSUs are also exempted from the payment of Bid Security. Such bidders must furnish valid document along with bid to avail the exemption.

19.0 PERIOD OF VALIDITY OF BIDS

19.1 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.

19.2 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. A Bidder may refuse the request. 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

20.1 The Bidder shall prepare and submit all the bid document comprising the bid as per ITB clause 22.0.

20.2 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.

20.3 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

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

21.2 **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.

21.3 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.

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D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

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

Covering Letter with

- a) Bidder’s General Information Form F-1
- b) Bid security as per Form F-2
- c) Power of Attorney as per Form F-3
- d) Financial Details as per Form F-4A & Form F-4B
- e) Certificate from Bank if bidder’s working Capital is inadequate as per Form F-5
- f) Check List for agreed terms and conditions as per Form F-6
- g) No deviation confirmation / Deviation Form as per Form F-7
- h) Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F-8
- i) 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.
- j) Information regarding any current litigation in which the bidder is involved in Form F-10.
- k) Certificates as per Form- 11, 12
- l) Declaration on tender document purchased / downloaded (on Bidder’s letter head) as per Form F-13
- m) Format for Details of work order for meeting BEC as per Form F-14
- n) Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as “**QUOTED**”.
- o) Copy of GST & PAN, ESIC and EPF Registration Certificates
- p) Other documents as per Technical Volume of bid document

Note:

- a) The un-priced bid/ BEC qualification documents to be submitted on the portal <https://petroleum.ewizard.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) The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (<https://petroleum.ewizard.in/>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the

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bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information, detailed guides and FAQs, bidders may visit the e-Wizard Portal <https://petroleum.ewizard.in/>.

- c) All pages of the bid offer to be digitally signed by an authorised representative of the bidder.

22.2 Part – II Price Bid

22.2.1 The priced bid to be submitted on the portal <https://petroleum.ewizard.in/> complete in all respect as per terms and conditions of the tender document.

22.2.2 The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (<https://petroleum.ewizard.in/>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information, detailed guides and FAQs, bidders may visit the e-Wizard Portal <https://petroleum.ewizard.in/>. The bidder shall submit the Price bid in XLS format in the portal <https://petroleum.ewizard.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.

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

26.3 The Bidder's modification or withdrawal notice shall be prepared, and marked, in accordance with the provisions of ITB. A withdrawal notice will be sent by electronic mail, not later than 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 action in the Bidder's forfeiture of its bid security.

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E. OPENING AND EVALUATION OF BIDS

27.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 27.1 The Purchaser will open all bids on the e-tendering portal in the presence of Bidders' representatives who choose to attend, at the time, on the date and place as specified in IFB. The Bidders' representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so, required by the Purchaser.
- 27.2 Bids (and modifications sent pursuant to ITB Clause 26) 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 Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 27.3 The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

28.0 CLARIFICATION OF BIDS

- 28.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, if required, ask the Bidder for a clarification of its bid. The request for clarification and its response shall be through the e-tendering portal only, 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

- 30.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 30.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:
- 1) Bid security/ EMD
 - 2) Contract Performance Bank Guarantee as per tender.
 - 3) Period of validity of bid shorter than specified.

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- 4) Price change on account of technical/ commercial clarification and/ or validity extension.
- 5) Resolution of Dispute/ Arbitration clause.
- 6) Payment terms.
- 7) Completion Period
- 8) Price Reduction Schedule.
- 9) Price not quoted as per SOR.
- 10) Warranty / Guarantee
- 11) Force Majeure
- 12) Applicable Law
- 13) Scope of Work
- 14) Non-submission of Price Bid in Price Bid Envelope/Cover-2
- 15) 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 PRICE BID

- 31.1 The Bidders whose bid offer have been found substantially techno-commercially responsive shall be informed regarding price bid opening.
- 31.2 The bid prices/discount, if any stated in the price schedules will be applicable on each respective items/groups/schedule.
- 31.3 Such bidders may be required to attend the price bid opening at a short notice. The Bidder's representatives who are present shall submit undertaking evidencing their attendance.
- 31.4 The price bids will be checked for arithmetical errors and such errors if any, will be rectified on the following basis.
 - a) 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;
 - b) If there is a discrepancy between words and figures, the amount in words will prevail;
 - c) 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

- 32.1 The Owner/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.
- 32.2 **Evaluation**

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- 32.2.1 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:
- a) Arithmetical errors will be rectified on the following basis:
 - b) 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.
 - c) 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.
 - d) In case it is observed that if 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.
 - e) In case it is observed that if any bidder has not quoted GST in Schedule of Rates, the total quoted price for the purpose of evaluation and awarding will be considered inclusive of GST and payment of applicable GST shall be bidders' liability.

32.3 Other Conditions Related to Bid Evaluation

- (i) Canvassing in any form will make the bid liable for rejection.
- (ii) Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- (iii) 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.
- (iv) Bidder's will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- (v) Bid should be complete covering the total scope of work indicated in the Bid documents.
- (vi) Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

32.4 Comparison of Prices

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

Bidder must quote for full quantity of all SOR items.

Evaluation shall be carried out on overall basis to arrive at the lowest evaluated cost to Purchaser.

The evaluated price of bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency (wherever applicable).

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- ii) Inland transportation, transit insurance, unloading & staking at Delivery location and other costs incidental to delivery of goods.
- iii) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation (i.e., on sl. no. i and ii above)

HOGPL reserves the right to negotiate the rates with L1 bidder before finalizing the award.

In case more than one bidder quotes the same price, the ranking will be decided as per following:

- a) Bidder having higher average turnover as per the audited financial results during the last 03 (three) financial years.

Note:

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.

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.

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.

E. AWARD OF CONTRACT

34.0 POST-QUALIFICATION

- 34.1 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.
- 34.2 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.
- 34.3 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

- 35.1 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive provided further that the bidder is determined to be qualified to perform the order satisfactorily.

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36.0 SPLIT OF AWARD

Not Applicable

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

37.1 Owner reserves the right to increase or decrease the scope of work during contract period, without any change in unit price or other terms and conditions.

37.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative and shall be used for evaluation purpose only. These quantities are subject to change based on actual requirement. The unit rates agreed with the bidders shall remain fixed and firm throughout contract period i.e. no price adjustment shall be allowed, except statutory variation.

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

38.1 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

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

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

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

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

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

40.0 ACCEPTANCE OF WORK ORDER

40.1 Owner will issue the Rate Contract to the successful bidder on receipt of acceptance of FOI, and within 15 days of award of contract bidder shall sign all pages and return the acceptance copy of the Contract to the Owner. Work Order (s) will be issued by Owner against the Rate Contract on need basis.

41.0 CORRUPT OR FRAUDULENT PRACTICES

41.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:

(a) defines for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission)

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designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

41.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

42.0 WHISTLE BLOWER POLICY

42.1 HOGPL's whistle-blower policy will be followed as part of the vigil mechanism to comply with the regulatory requirements laid down by the company's act 2013 and clause 49 of the sebi's listing agreement. With the implementation of vigil mechanism, the company provides a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimisation.

42.2 The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company. The company has appointed an independent third-party service provider to manage the operations of whistle-blower hotline.

43.0 EVALUATION OF PERFORMANCE

43.1 Performance of the contract awarded if any shall be evaluated on half yearly basis or early on need basis as per approved HOGPL Policy.

44.0 CONTRACTOR SAFETY MANUAL

44.1 The contractor / vendor needs to ensure all the safety conditions as per approved HOGPL safety manual.