HPOIL GAS PRIVATE LIMITED

(A Joint Venture of HPCL & OIL)

TENDER FOR MDPE LAYING AND LMC INSTALLATIONS TO FACILITATE DPNG PENETRATION IN CHARGE AREAS OF KOLHAPUR GA

COMMERCIAL VOLUME

TENDER NO. HOGPL/2026-27/C&P/030

DATE: 16.10.2026

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Date: 2026.10.16 10:58:55 IST

TABLE OF CONTENTS

1. Section - I : Invitation for Bids (IFB)
2. Section - II : Instructions to Bidders (ITB)
3. Section - III : General Conditions of Contract (GCC)
4. Section - IV : Special Conditions of Contract (SCC)
5. Section - V : Forms and Formats
6. Section- VI : Schedule of Rates

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Date: 2026.10.16 10:58:55 IST

SECTION – I

INVITATION FOR BIDS (IFB)

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INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

1.1 HPOIL Gas Private limited (HOGPL) consortium of HPCL & OIL has received the authorization from PNGRB vide letter PNGRB vide letter PNGRB/CGD/BID/8/2018/ GA/Ambala-Kurukshetra District dated 22/02/2018, PNGRB/CGD/BID/8/2017/BEC/GA-Kolhapur dated 06/03/2018 and PNGRB/Auth/CGD(06)/(2023)/12.04 Nagaland State dt. 04/03/2024 to Lay, Build and Operate City Gas Distribution networks in Ambala-Kurukshetra, Kolhapur District and Nagaland State. HOGPL (hereinafter referred as Owner), is supplying Piped Natural Gas (PNG) to domestic, commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Ambala-Kurukshetra and Kolhapur District.

2.0 BRIEF DESCRIPTION OF PROJECT

The main scope of work comprises Laying of PE Pipeline Network & Aboveground Installations for Industrial & Commercial PNG Connections at Ambala-Kurukshetra & Kolhapur GA for supply of Natural Gas as Piped Natural Gas (PNG) to Domestic, Commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobile consumers.

3.0 BRIEF SCOPE

3.1 The main scope of work comprises MDPE Laying and LMC Installations to Facilitate DPNG Penetration in 8 Charge Areas of Kolhapur GA.

3.2 For detailed scope of work refer Technical Volume.

4.0 CONTRACT PERIOD & DELIVERY SCHEDULE

Contract Period: The duration of contract shall be 02 (Two) years from the date of issuance of WO/LOI.

However, the contractor shall complete the work in the allocated area (Sections/Areas/Societies) within 03 (Months) or as instructed by EIC from the date of allocation of the area.

Mobilisation: The Contractor will be given 15 days mobilization period. Contractor shall ensure mobilization within the given time with the required manpower for smooth execution of job as specified by HPOIL/ EIC.

The above-mentioned requirement is for a period of Two year on rate contract basis. The quantities indicated in SOR against all individual items are tentative and may vary depending upon site condition.

An ARC Contract/ Agreement shall be issued to the successful bidder, against which, EIC shall issue call up orders as per their actual site requirement.

5.0 BID VALIDITY

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

6.0 BIDDING PROCEDURE

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

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Date: 2026.10.16 10:58:55 IST

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	Tender No.: HOGPL/2026-27/C&P/030 Dated 16.10.2026
7.2	Tender Document on Sale	16.10.2026 to 30.10.2026 upto 1200 Hrs.
7.3	Annual registration charges on E-tender portal (Non-refundable, to M/s. ITI Limited)	Rs. 2000 + GST @18% per annum
7.4	Bid processing fee Payable to M/s ITI limited	**Rs.7500+ GST @18%**
7.5	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 21/10/2026 at 1500 Hrs. through video conferencing hosted by HOGPL. Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to HOGPL e-mail IDs latest by 20/10/2026 till 1800 Hrs. Details for video conferencing (meeting ID, password, link etc.) will be intimated through e-mail. Bidders are requested to forward their pre-bid queries **(as per format Provided)** through email also latest by 1800 Hrs on 21/10/2026.
7.6	Bid Submission date and time	30.10.2026 up to 1430 Hrs IST
7.7	Un-Priced bid opening date and Time	30.10.2026 at 1500 HRS. IST on E-tender portal
7.8	Price bid opening date and time	Date and time shall be intimated later
7.9	Place of Bid Submission	Bidder to submit the bid document on E-tender portal: https://petroleum.ewizard.in/

DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from M/s ITI Limited e-tendering website https://petroleum.ewizard.in/ or from e-tender link given on official HOGPL website https://hpoilgas.in/ for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. The bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

shall be applicable for all the bidders.

The bidders who have downloaded the tender document from the website shall make payment of non-refundable E-tender processing fee to M/s. ITI Limited through online mode at the e-procurement website.

Disclaimer clause: Bidders are advised to visit ITI's e-tendering website, HOGPL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

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 in the specified format on the e-tender portal (reference checklist of TECHNO-COMMERCIAL SHEET appended to this tender document. along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 22 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 prescribed format on the e-tender portal as per clause no. 22 of ITB.

8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL:

Bidder shall have experience of having successfully carried out & completed similar work as a Main Contractor or approved Sub-contractor during the last seven (07) years ending last day of the month previous to the one in which applications are invited, which experience should be any one of the following:

Three Similar Completed Works	Two Similar Completed Works	One Similar Completed Work
Costing of work not less than (in Lacs)		
42.68	53.36	85.37

* Order value including GST will be considered for bidder qualification as per the above BEC clause.

Definition of Similar Work: MDPE laying or PNG Connections work for distribution of natural gas for any City Gas Distribution entity.

For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.

Note:
A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender.

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Date: 2026.10.16 10:58:55 IST

8.2 FINANCIAL:

8.2.1 **Annual Turnover**

The bidder should have achieved average annual turnover during the last 3 preceding financial years shall be **INR 16.01Lacs**.

8.2.2 **Net Worth**

The net worth of the bidder must be **positive** for the last preceding financial year.

8.2.3 **Working Capital**

The working capital of the bidder should be minimum as under for preceding financial year shall be **INR 1.60Lacs**.

Note:

a) 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 referred amount, (Refer format as attached in 'Forms & Formats' for certificate from Bank for Line of Credit).

b) 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.

c) Bidder to quote for full quantity. Bid with part quantity shall be liable for rejection.

d) 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.

8.3 Bids may be submitted by

a) Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST.

b) Bidding through JV or **in a consortium is not permitted.**

c) Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above.

8.4 The documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

BEC Clause no.	Description	Documents required for qualification
Technical BEC		

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

8.1	Technical BEC	Bidder quoting as Main Contractor: I. Purchase order/Work order/Contract agreement. II. Completion/Execution Certificate issued by client: Details of PO/WO/contract agreement, date of commencement, total order value, Value of work executed etc. have to be clearly mentioned in completion certificate. OR below mentioned documents if desired by the owner. • Certified Bills by Owner/Client • Proof of Payment The Completion Certificate, Certified Bills, proof of Payment and any other document submitted in lieu of the documents sought above shall be certified by the owner/client (for whom the work has been executed) specifically having mention of the work executed along with WO/PO/Contract agreement. If any of the documents submitted by the bidder is found to be forged/unauthentic/improper OR any information provided by the bidder is found incorrect then such bids will be summarily rejected without assigning any reason. **Bidder quoting as Sub-contractor:** Following document shall be submitted along the bid pertaining to BEC criteria: a) Copy of Work Order/PO/ Agreement issued by Main Contractor to sub-Contractor. b) Copy of Work Order/PO/ Agreement issued to Main Contractor by CGD entity/Owner/Client. c) Completion Certificate or Provisional Completion Certificate issued by Main Contractor to Sub Contractor. d) Completion Certificate or Provisional Completion Certificate issued by CGD Entity/Owner/Client to Main Contractor. e) The detailed scope of work/ responsibility matrix of each member, the percentage/quantum of payment received by each member, executed value of the work with the client shall be evident from any of the following document(s) duly certified by the client: I. MOU Agreement between the consortium or JV partners. II. Work order issued by the client to the Consortium/JV. III. Contract document between the consortium/JV and client.
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 with UDIN. AND Certificate from Chartered Accountant for details of financial

Digitally signed by Rivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

		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 with UDIN. 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 with UDIN. 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).

8.5 Authentication of document submitted in support of Bid Evaluation Criteria (BEC)

a) Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily.
b) Financial Criteria of BEC	Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-12' duly signed and stamped by a chartered accountant.

8.6 In absence of requisite documents, HOGPL reserve the right to reject the bid without making any reference to the bidder.

Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred / specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ / CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion / performance certificate, the certificate will be asked for and considered. However, no new reference / PO / WO / LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by HOGPL for evaluation of Bid.

8.7 For all the existing contractors who are currently working or have worked for HOGPL, their bid shall be considered or rejected based on the evaluation of their performance.

9.0 TENDER FEE AND BID SECURITY (EMD)

9.1 TENDER FEE - No tender fee shall be payable to HOGPL for this tender.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

However, payment of requisite e-Tender Processing Fee amount INR: (Refer Clause No.7.4 of IFB) (non-refundable) shall be made to ITI Limited's account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to ITI Limited's will not be able to proceed further for bid submission on the portal. HOGPL shall not be accountable to any payment made in favour of M/s. ITI Limited.

9.2 BID SECURITY/EMD

9.2.1 All bids must be accompanied with bid security amount of **INR 3.56 Lacs.**

9.2.2 Bid Security shall be furnished along with the unpriced bid. The EMD/ Bid Security shall be in the form of Demand Draft/ Banker's Cheque/ Letter of Credit/BG/Surety Bond as per format F-2 in favour of **HPOIL GAS Pvt. Ltd.**, payable at **Mumbai** (issued by Indian Scheduled bank). HOGPL shall not be liable to pay any bank charges, commission, or interest on the amount of bid security.

9.3 Bidder also has the option to submit Tender Fee and EMD/Bid Security fee by online/ RTGS as per HOGPL accounts details stipulated in the tender elsewhere.

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

9.4 In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian Scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of INR 100 million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

9.5 The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e., 180 days from scheduled date of bid submission.

9.6 Bids must be accompanied with the scanned copy of bid security as mentioned above. Bids not accompanied with requisite bid security or bid security not in the requisite form specified in Bidding Document, shall be considered as non-responsive and such Bids shall be rejected. The Bidder in whose name the Bid and the Bid Security/EMD have been submitted shall be considered for evaluation.

9.7 The original copy of bid security must reach within 7 days of bid submission at HOGPL office.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

9.8 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 registered with DIC are not entitled for exemption of EMD. Further, the Government Departments/ PSUs are also exempted from the payment of Tender Fee and Bid Security. Such bidders must furnish valid documents on along with bid to avail the exemption.

9.9 However, bidder shall submit Udyam Registration Certificate for availing benefits of PPP-2012.

10.0 PRE-BID MEETING

10.1 The bidder(s) or his representative who intend to bid and who have either purchased the tender document or paid the tender fees for downloaded document are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any must reach Consultant via E-mail atleast One (01) day prior to pre bid meeting date. The pre bid meeting shall be organized through video conferencing.

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

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

11.0 GENERAL

11.1 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.

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

11.3 Bids through manual submission are not acceptable.

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

11.5 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.

11.6 Contact details are given below:

A. <u>OWNER:</u>

Head of Department
Contracts & Procurement (C&P)
HPOIL Gas Private Limited
1301, 13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.
Tel: 022-68534326
Email: biveksingh@hpoilgas.in/candp1@hpoilgas.in

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

A. INTRODUCTION

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 biding 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

Digitally signed by Rivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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 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

Digitally signed by Rivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

and may result in the rejection of its bid.

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:

Digitally signed by Rivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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:

Digitally signed by Rivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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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Date: 2026.10.16 10:58:55 IST

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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Date: 2026.10.16 10:58:55 IST

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) All other Formats Provided in FORMS & FORMAT Section

o) Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "**QUOTED**".

p) Copy of GST & PAN, ESIC and EPF Registration Certificates

q) All other Forms & Formats as per requirements of tender Document.

r) 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.

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Date: 2026.10.16 10:58:55 IST

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 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

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Date: 2026.10.16 10:58:55 IST

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.

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

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Date: 2026.10.16 10:58:55 IST

2) Contract Performance Bank Guarantee as per tender.

3) Period of validity of bid shorter than specified.

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

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Date: 2026.10.16 10:58:55 IST

be substantially responsive.

32.2 Evaluation

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:

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Date: 2026.10.16 10:58:55 IST

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

ii) Inland transportation, transit insurance, unloading & staking at Delivery location and other costs incidental to delivery of goods.

iii) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation (i.e., on sl. no. i and ii above)

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.

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Date: 2026.10.16 10:58:55 IST

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.

The tendered work requires engagement of more than one contractor. The division of work shall be carried out as per the table below:

- If the number of qualified bidders is two, the work shall be divided between two bidders in the ratio of 60:40.
- If only one bidder qualifies, Complete work shall be awarded to the sole bidder.

Since more than one contractor have been envisaged against the subject tender, L-2 bidder shall be asked to match the quoted/ negotiated unit rates of each item of the L-1 bidder. In case L-2 bidder refuse to match L-1 bidder rates then next available bidders (L-2, L-3, L-4, ….) shall be asked to match the L-1 rates.

HOGPL Engineer-In-charge will allocate areas/work to contractor as per site requirement.

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to retendering, HOGPL shall put such bidder on watch list/holiday/banning list (as per policies of HOGPL in this regard) and such bidders shall be debarred from participation in re-tendering of the same job(s) / items(s).

36.0 SPLIT OF AWARD

It is envisaged to hire **2 Nos. of contractors** for complete scope of work on same rates/negotiated L-1 rate in the ratio of **60:40.**

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.

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Date: 2026.10.16 10:58:55 IST

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.

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Date: 2026.10.16 10:58:55 IST

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

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Date: 2026.10.16 10:58:55 IST

1.0 DEFINITIONS

1.1 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) **'SCC'** means the Special Conditions of the Contract (for works) forming a part of the Contract Documents.

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Date: 2026.10.16 10:58:55 IST

(p) **'Supplier' or 'Seller' or 'Contractor'** means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.

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

2.0 APPLICATION

2.1 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.

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

3.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

4.0 CONFIDENTIALITY

4.1 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.

4.2 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.

4.3 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.

4.4 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.

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Date: 2026.10.16 10:58:55 IST

4.5 Any document, other than the Agreement itself, enumerated in GCC Clause 1.1 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.

1.0 CONTRACT PERFORMANCE BANK GUARANTEE

1.1 Please refer SCC

2.0 INSPECTIONS AND TESTS

2.1 Please refer SCC

3.0 TRANSPORTATION

3.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from store and Transportation to place of work including its coverage for transit insurance.

4.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

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

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

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

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

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

5.0 PAYMENT TERMS

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

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Date: 2026.10.16 10:58:55 IST

of delay in payments. For payment terms, refer payment term clause of SCC.

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

6.0 SUBCONTRACTING

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

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

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

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

7.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

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

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

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

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

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Date: 2026.10.16 10:58:55 IST

7.3 In such events of above sub-clauses:

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

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

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

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

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

7.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages

8.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

9.0 CONTRACTOR TO INDEMNIFY THE OWNER

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

9.2 If Owner have to pay any money in respect of such claims or demands as aforesaid the

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Date: 2026.10.16 10:58:55 IST

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

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

10.0 SAFETY REGULATIONS

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

11.0 OTHER AGENCIES AT SITE

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

12.0 TERMINATION FOR DEFAULT

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

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

12.3 The Guidelines for Holiday listing (Banning of business dealing) as adopted and available on HOGPL website shall be applicable.

13.0 TERMINATION FOR OWNER’S CONVENIENCE

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

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

13.3 For the remaining Goods, the Owner may elect:

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Date: 2026.10.16 10:58:55 IST

a. To have any portion completed and delivered at the Agreement terms and prices and / or

b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or

c. To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

14.0 PAYMENT IF THE CONTRACT IS TERMINATED

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

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

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

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

a. Any and all completed works.

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

15.0 NO WAIVER OF RIGHTS

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

16.0 PRICE REDUCTION SCHEDULE (PRS)

16.1 Please refer SCC

17.0 FORCE MAJEURE

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

- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by

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Date: 2026.10.16 10:58:55 IST

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.

17.2 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.

17.3 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.

17.4 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.

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

18.0 SETTLEMENT OF DISPUTES

18.1 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.

18.2 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.

18.3 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.

18.4 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.

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Date: 2026.10.16 10:58:55 IST

18.5 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.

19.0 LIMITATION OF LIABILITY

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

20.0 GOVERNING LANGUAGE

20.1 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.

21.0 APPLICABLE LAW

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

22.0 NOTICES

22.1 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.

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

23.0 TAXES, DUTIES AND LEVIES

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

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

23.3 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.

23.4 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORs with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central,

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Date: 2026.10.16 10:58:55 IST

State or Local authorities by reason of any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

24.0 STATUTORY VARIATION

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

25.0 INSURANCE

25.1 GENERAL

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

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

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

i) **EMPLOYEES STATE INSURANCE ACT:**

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

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Date: 2026.10.16 10:58:55 IST

Government authority or any political sub- division thereof.

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

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

ii) **WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:**

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

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

iii) **ACCIDENT OR INJURY TO WORKMEN**:

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

iv) **TRANSIT INSURANCE**

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of

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Date: 2026.10.16 10:58:55 IST

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

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**

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

vi) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

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

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

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

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

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

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

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

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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

The policy shall indicate:

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

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

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

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

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

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

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

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

27.0 DATE OF COMING INTO EFFECT

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

28.0 EXECUTION OF WORK

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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

29.0 CARE OF WORKS

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

30.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

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

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

31.0 POSSESSION PRIOR TO COMPLETION

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

32.0 SUSPENSION OF WORKS

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

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

33.0 CARE OF WORKS

33.1 Defects prior to taking over:

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

a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such

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Date: 2026.10.16 10:58:55 IST

matters being hereinafter, called `Defects' in this clause), and

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

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

33.2 Defects after taking over:

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

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

34.0 DEFENCE OF SUITS

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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

35.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

36.0 COMPLETION CERTIFICATE

36.1 Application for Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 33.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

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

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

36.2 Completion certificate

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

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

36.3 Completion certificate documents

For the purpose of Clause 40.2 the following documents will be deemed to form the completion documents:

i) The technical documents according to which the WORK was carried out.

ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.

iii) COMPLETION CERTIFICATE for `embedded' and `covered' up work.

iv) Certificates of final levels as set out for various works.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

v) Certificates of tests performed for various WORKS.

vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the store duly supported by necessary documents.

37.0 FINAL DECISION AND FINAL CERTIFICATE

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

38.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

39.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

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

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

39.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Purchaser of all consequent claims

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer In Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Purchaser on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

39.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

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

40.0 MODIFICATION IN CONTRACT

40.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

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

41.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

41.1 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.

42.0 EMPLOYMENT LIABILITY OF CONTRACTOR

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

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

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

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

43.0 COMPLIANCE OF LAWS

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

43.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

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

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

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

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

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

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

44.0 THE ENGINEER-IN-CHARGE

44.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

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

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

45.0 REPATRIATION AND TERMINATION

45.1 OWNER shall reserve the right, at any time during the currency of the contract without

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

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

45.3 Also, Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

46.0 INDEMNITY

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

47.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

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

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

47.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

47.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

48.0 ABNORMAL HIGH RATED ITEMS (AHR)

48.1 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.

49.0 JURISDICTION

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

50.0 REPEAT ORDER

50.1 PURCHASER reserves the right to place repeat order upto 100% of the original ordered quantity (s) with same unit rate and terms & conditions of the original order issued by owner within one (01) year of issuance of the LOI/ work order.

51.0 OWNERSHIP

51.1 The title of Ownership in respect of equipment, materials etc. supplied by Contractor for incorporation in permanent works for execution of contract shall pass on to Owner on the date of issue of completion certificate.

Digitally signed by Vivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

SECTION-IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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 Owner is: **HPOIL GAS Private Limited** (HOGPL) as (1301, 13th Floor, Meridian Business Centre, Plot No 27, Sector 30, Near Sanpada Railway Station, Vashi, Navi Mumbai - 400705)

2.0 TIME FOR COMPLETION

2.1 The period of Rate Contract shall be for one (02) year, reckoned from the date of LOI/ Work Order.

2.2 The period of completion given includes the time required for mobilization [15 (fifteen)] days as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

2.3 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.

2.3.1 In addition to the timeline of the completion of work, Contractor will be given monthly target in terms of nos. of PNG Connections which shall generally be not more than 500 nos. per month.

2.4 Monthly/ weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programs as above clause. The Contractor shall scrupulously adhere to these Targets/ Programme by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

2.5 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the Employer/Consultant at its option may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.

2.6 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the Proforma prescribed by the Engineer-in-Charge.

2.7 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

3.0 QUALITY ASSURANCE/ QUALITY CONTROL

3.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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

3.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

3.4 The Employer/Consultant/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

3.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

4.0 COMPLETION DOCUMENTS

4.1 Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:

a. Copies of the Inspection reports, Laying Graphs, HDD Profiles and PE/ GI/ Copper cards, valve pit drawings etc.

b. Pre testing, final Hydrostatic/ Pneumatic and other Test results and reports.

c. Consumption statements of PE/GI/Copper certified by Owner’s Site Engineer.

d. Material Reconciliation.

e. All other requirements as specified in the respective specifications.

f. Completion Certificate issued by Owner’s Site Engineer.

g. No claim & no due certificate by the Contractor.

h. Completion Certificate for embedded and covered up works wherever applicable.

i. Recovery statement, if any.

j. Statement for reconciliation of all the payments and recoveries made in the progress bills.

k. Copies of deviation statement and order of extension of time, if granted.

l. Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.

m. Any other contractual documents required on completion.

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

5.0 ADDITIONAL WORKS/ EXTRA WORKS

5.1 HOGPL reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decision taken by HOGPL, Contractor is required to extend necessary cooperation and act as per the instructions of HOGPL.

6.0 PAYMENT TERMS AND MODE OF PAYMENT

HOGPL will not pay any advance to vendor/Contractor.

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

The contractor shall submit material reconciliation statement. Contractor will raise the bill on milestone basis and payment shall be made on certification of bill by Engineer-in-Charge as follows:

SOR ITEM NO. 1 2 3 4–

MDPE Pipeline laying

I. 50% on completion of liasioning for permission with concerned Authorities (Muncipality, Gram-Panchayat) & receipt of permission from the authorities with reasonable demand note and laying work in continuous stretches of minimum 500 mtrs. Including jointing of pipeline, backfilling, and compaction for the complete stretch as per scope of work and on submission of Site Progress Reports and as graphs.
II. 10% on testing of completed network and submission of “As Built, As Graph Drawings” subject to installation of permanent markers in the network area.
III. 30% on commissioning (gas charging) of the network subject to installation of valve chambers.
IV. Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials.

SOR ITEM NO. 15,16,17,18,19 –
GI & CU laying/installation

I. **70%** after completion of GI installation up to MCV-I, GI testing, Complete details of installation till MCV-I, Submission of TC. Installation of plate markers, Painting.
II. **20%** after Purging, Commissioning of the system, Submission of documents, Submission of all documents etc. (Before Commissioning testing is required).
III. **Balance 10%** after submission of documents, Final material reconciliation, Closure of Service order.

SOR ITEM NO. 20 –

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

PNG Connections in Project Area

I. **70%** on Meter regulator installation, testing, Joint Meter Reading submission to AIC/EIC.
II. **20%** on Purging, commissioning of the system, after submission of documents, completion of all works including conversion of all types of appliances and submission of JMR to AIC/EIC.
III. **10%** on PO closure and submission of all document and reconciliation of material.

SOR ITEM NO. 10 & 11 –
Restoration of Trenches

I. 60% progressively on completion of individual item work as certified in monthly progress.
II. 30% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee (if any) of HOGPL.
III. Balance 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge and closure of contract.

OTHER WORKS (NOT COVERED ABOVE)

I. 90% progressively on completion of individual item work on pro-rata basis as certified in monthly progress bill.
II. 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

Payment shall be made within 30 days of receipt of Monthly RA certified bills through RTGS/ LC discounting / any other acceptable modes.

No Idle charges will be paid to contractor in any case.

7.0 RESPONSIBILITY OF CONTRACTOR

7.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained.

7.2 Contractor shall be solely responsible for making available for executing the work, all requisite, tools, tackles and testing equipment and appliances. HOGPL shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

8.0 CONTRACTOR'S OBLIGATION AT SITE

8.1 Contractor shall establish site office in the respective areas, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer (including consumables), file rack, AC etc. for effective communication and documentation.

8.2 In addition to above, contractor shall provide separate space with facilities like two tables, six chairs, two telephones, two computers with mailing (internet), printer with

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

consumables, file racks, AC etc. and one office boy within the site office for HOGPL & CONSULTANT for effective monitoring & documentation of the project.

8.3 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.

8.4 Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.

8.5 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with HOGPL, other authorities or customers as required, without any undue delay.

8.6 Contractors shall provide cell phones to their supervisors for day-to-day communication with HOGPL and site representatives of HOGPL

8.7 Contractor shall employ a Project Manager / Coordinator and two site engineers on company roll. Contractor shall submit Electronic Challan cum Return (ECR) of PF deposit of all employees deployed on HOGPL site as proof that employees are on company pay role.

8.8 Project Manager/ Coordinator shall be single point of contact for all the works and must represent company in the review meetings.

8.9 Any change in key persons working at site shall be informed to the Owner promptly.

8.10 Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

8.11 Contractor shall deploy Equipment's, Tools & tackles etc., at site as defined in tender documents.

8.12 DELETED.

8.13 Contractor shall complete all the activities defined in clause no.15.1 and 15.2 above within 30 days from the date of FOI. On failure to fulfil the requirement, contractor shall be liable for a penalty of Rs. 1000/- per day.

8.14 Contractor shall ensure to make the payment of wages of his workers deployed at HOGPL site through net banking system/draft/cheque.

9.0 COMPENSATION FOR IDLE TIME

9.1 No Idle time claim shall be entertained under any circumstances.

10.0 PENALITIES DUE TO NON-COMPLIANCE

10.1 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:

10.1.1 Contractor's failure to submit RPFC challans along with the bills for more than one

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month during the tenancy of the contract shall attract penalty of Rs. 5000.00 per month. Owner may suspend the work if challans are not submitted within three months.

10.1.2 Delay in obtaining ESI/WC cover taken for shorter duration will result into retention of an amount equal to 5% of RA bill which will be released on receiving the requisite documents/challans after deducting a penalty of Rs. 1000.00 per month per instance over and above the amount which would have otherwise being paid by the contractor in obtaining the required ESI/WC Cover.

10.1.3 Delay in submitting the required insurance policies as specified in the tender document will result into a penalty of Rs. 5000.00 over and above the amount which would have otherwise being paid by the contractor in obtaining the required insurance policies. The contract may be terminated in case of in-ordinate delays at the sole discretion of owner.

10.1.4 The contractor must obtain labour license before the start of work at allotted site. The completion period specified against each work order includes time required for mobilisation and fulfilment of all statutory requirements as defined in the tender document.

11.0 PENALITIES DUE TO NON-PERFORMANCE

11.1 **Penalty against the non-achievement of RFC target shall be same as mentioned below. Project/Online/Charged Area:**

Sr. No.	Description	Amount of Penalty
1	Monthly Achieving of target ≥ 90%	No Penalty
2	Monthly Achieving of target <90%	₹ 1000/- For Each Non-Achieving RFC

RFC shall be decided by the Engineer-In –Charge which shall not exceed to more than 500 PNG connections per month.

11.2 Monthly penalty amount shall be held from RA Bills on the basis of cumulative achievement of connections in project and O&M areas.

11.3 Initially, the monthly penalty amount shall be held from the RA bills. The penalty imposed on a monthly basis shall be re-adjusted at the time of completion of contract period for each work order based on total connection provided vis-a-vis the target achieved during the entire contract period.

11.4 JMR Submission will be performed within 30 days of RFC, otherwise penalty of ₹50.00 per day and Maximum Penalty of ₹500.00 per instance will be Implemented.

11.5 10 % Amount of the BG issued by HOGPL against Permission shall be kept on hold on contractor's Bill /Invoice on executed amount during contract closure till the release of Bank Guarantee issued by HOGPL against permission from Govt. authorities.

12.0 PENALITIES DUE TO HSE NON-COMPLIANCE

12.1 The Contractor shall adhere consistently to all provisions of HSE requirements. In

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Date: 2026.10.16 10:58:55 IST

case of non- compliance or continuous failure in implementation of any of HSE provisions; OWNER/ may impose stoppage of work without any Cost &Time implication to Owner and/or impose a suitable penalty for non-compliance with a notice of suitable period.

Sl. No.	Violation or HSE norms	Penalty Amount
1	For not using personal protective equipment (Helmet, Shoes, Goggles, Gloves, Full body harness, Face shield, Boiler suit, etc.)	Rs. 250/- per day / Item / Person
2	Working without work permit	Rs. 5000/-per occasion
3	Unsafe electrical practices (not installing ELCB, using poor joints of cables using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person, etc.)	Rs. 3,000/-per item per day.
4	Working at height without full body harness, using non-standard / rejected scaffolding and not arranging fall protection arrangement as required like Safety Nets.	Rs.1,000/ per case per day
5	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, improper storage / handling).	Rs. 100/- per item per day
6	Use of domestic LPG for cutting purpose	Rs.1,000/- per occasion
7	No fencing / barricading of excavated areas	Rs.1,000/- per occasion Rs.1000/- per occasion
8	Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area.	Rs.5000/- per occasion
9	Non display of caution boards, list of hospitals, emergency services available at work locations	Rs.500/- per occasion
10	Traffic rules violations like over speeding of vehicles, rash driving, wrong parking, not using seat belts, vehicles not fitted with reverse warning alarms.	Rs.1,000/- per occasion
11	Absence of Contractor's top most executive at site in the safety meetings whenever called by / Owner	Rs.1,000/-per occasion
12	Failure to maintain safety records by Contractor safety personnel.	Rs.1,000/-per month
13	Failure to conduct daily safety site inspection, HSE meeting and HSE audit at predefined frequencies.	Rs.1,000/-per occasion
14	Failure to submit the monthly HSE report by 5th of subsequent month to Engineer-in-Charge.	Rs.1,000/- per day for further delay.
15	Poor House Keeping	Rs.1,000/-per occasion
16	Failure to report & follow up accident (including near miss) reporting system.	Rs.1,0000/-per occasion
17	Degradation of environment (not confining toxic spills oil / lubricants onto ground)	Rs.1,000/-per occasion
18	Not medically examining the workers before allowing them to work at height, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.1,000/-per occasion

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Date: 2026.10.16 10:58:55 IST

19	Violation of any other safety condition as per job HSE plan, work permit and HSE conditions of contract (using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box, etc.)	Rs.1,000/-per occasion
20	Any violation not covered above	To be decided by HOGPL

13.0 PRICE REDUCTION SCHEDULE (PRS)

13.1 In case contractor/supplier fails to complete the work/ services within stipulated period as defined in allotment letters then unless such failure is due to force majeure as defined in Bid document, there will be reduction in contract price **@ 0.5% of the total contract value for every week or part thereof of the delay, subject to maximum of 5% of the total contract value**. 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 contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor 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 contractor 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.

14.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

14.1 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions: -

For Item Rate Contract

a. If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

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Date: 2026.10.16 10:58:55 IST

b. If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c. If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

d. Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e. However in either of the eventualities above the work shall not be stopped or partially stopped or slowed down pending finalisation of the rates.

15.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

15.1 All the safety rules and regulations prevailing and applicable from time to time at the execution as directed by OWNER will be strictly adhered to by the Contractor.

15.2 Contractor has to ensure the safety of man and machine all the times. Damages to equipment's due to bad workmanship/negligence will be recovered as per the decision of owner, which will be final and binding upon the contractor.

15.3 The contractor shall supply all the protective safety equipment's like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.

15.4 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

15.5 Contractor shall follow the HOGPL'S Safety Manual.

16.0 PROVIDENT FUND

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

In case the RPFC's challan/ receipt, as above, is not furnished, HOGPL shall deduct 5% (Five percent) of the payable amount from Contractor's bill and retain the same

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Date: 2026.10.16 10:58:55 IST

as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.

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

17.0 SUPPLY OF WATER, POWER CONNECTION AND OTHER UTILITIES

17.1 The Owner/ Consultant will not provide any power and water during execution period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.

17.2 **Land for Residential Accommodation:** No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

18.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including Customs of such equipment etc. as required. In case of Customs of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment's so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same as specified in Technical Volume II of II.

19.0 COMPLIANCE WITH LAW

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

a. The Mines Act.

b. The Minimum Wages Act, 1948.

c. The Workman's Compensation Act, 1923.

d. The Payment of wages Act, 1963.

e. The Payment of Bonus Act, 1965.

f. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

g. Employee's Pension Scheme, 1995.

h. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.

i. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

j. GST Act.

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Date: 2026.10.16 10:58:55 IST

20.0 MEASUREMENT OF WORKS

20.1 Payment will be made on the basis of measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.

20.2 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

20.3 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimetres.

20.4 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

20.5 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved Performa in triplicate to the Engineer-in-Charge of the work.

21.0 SITE CLEANING

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

21.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the owner.

21.3 No extra payment shall be paid on this account.

22.0 WORKMANSHIP

22.1 Regarding work completion, the decision of the owner will be final and binding.

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

22.3 The Owner or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

23.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

23.1 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.

24.0 SUB-LETTING OF CONTRACT

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Date: 2026.10.16 10:58:55 IST

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

25.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

25.1 The contractor shall submit an account for all materials issued by Owner, consumption and physical verification report of remaining materials in the proforma prescribed by the Engineer-in-charge on quarterly basis. On completion of the work, the contractor shall submit "Material Appropriation Statement/ Reconciliation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

25.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost (i.e. landed cost of free issue materials plus 100% penalty)at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

Item	Scrap	Unaccountable
Gas Meters	0%	0%
Regulators	0%	0%
PE Pipes	2% (Less than 2 Mtr.)	2%
GI&CU Pipes	1% (Less than 0.5 meter)	1%
Isolation & Appliance valves	0%	0%

25.3 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as per above provision.

26.0 INSURANCE

GCC clause no. 29.0

In partial modification to GCC clause 29.0, it may note that sub-clause no. iii), v) & vi) stands deleted.

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Date: 2026.10.16 10:58:55 IST

26.1 Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Owner as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Owner against all risks as detailed in bid document. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligation under the Contract.

All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.

26.2 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

27.0 STATUTORY APPROVALS

27.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Purchaser for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

27.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Purchaser will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.

27.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Purchaser. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

28.0 SITE CLEANING

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

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

28.3 No extra payment shall be paid on this account.

29.0 CLOSURE OF WORK ORDER

29.1 It is contractor's obligation to submit final bill and all requisite documents as per

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Date: 2026.10.16 10:58:55 IST

tender condition for closure of the contract within 15 days after completion of work.

29.2 In case contractor fails to close the work order within 15 days' period, HOGPL/VCS 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.

30.0 MEASUREMENT OF WORKS

30.1 Payment will be made on the basis of measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.

30.2 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

30.3 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimetres.

30.4 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

30.5 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved Performa in triplicate to the Engineer-in-Charge of the work.

31.0 DEFECT LIABILITY PERIOD

31.1 The defect liability period for awarded work will be 12 months which shall be reckoned from the actual completion date of contract (i.e., 12 months from the date of actual completion of work and hand over of site and acceptance of Work of last Call-out Order.

32.0 CONTRACT PERFORMANCE BANK GUARANTEE

32.1 The successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG)/ Insurance surety bond equivalent to **5% of the total order value** (total order value will be exclusive of all taxes, duties) within a period of Twenty-Five (25) Days from the date of issue of LOI/ Work Order.

If bidders fail to submit Insurance surety bond/CPBG, Security Deposit (SD) of 2% of the total contract value has to be made by the successful bidder, with whom the contract is decided to be entered and a retention of 5% from each running bill will be made. The said SD has to be deposited in the form of e-payment/account payee crossed demand draft drawn in favour of HPOIL Gas Private Limited (HOGPL), within 25 days from the date of LOI/WO. HOGPL reserves the right to cancel the contract and forfeit the EMD in case the party fails to comply to the above.

32.2 The work can start after receipt of Insurance surety bond/CPBG/SD only, in case of

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Date: 2026.10.16 10:58:55 IST

failure to submit Insurance surety bond/CPBG/SD within the stipulated time HOGPL reserves right to award work to another contractor without any intimation to the contractor.

32.3 The proceeds of the Insurance surety bond/Contract Equipment Performance Bank Guarantee/SD shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.

32.4 The Insurance surety bond/Contract Equipment Performance Bank Guarantee/SD shall be denominated in the currency of the Contract/ Letter of award.

32.5 A bank guarantee issued by a nationalized bank or a scheduled Indian bank (other than cooperative banks) or thru e-payment or by the branch of a reputable international bank located in India and registered with RBI.

32.6 The Insurance surety bond/Contract Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the contractor's performance obligations under the Contract, including any warranty obligations.

32.7 The Insurance surety bond/Contract Performance Bank Guarantee/SD should be kept valid for 90 days beyond the completion of defect liability period. All bank guarantees will also have 30 days claim period beyond expiry date.

32.8 Non submission of Insurance Surety bond/CPBG/SD in the stipulated time, bidder shall attract a penalty of INR 5,000/- per week.

32.9 The CPBG shall contain the following details;

a. Claim period 30 days more than the validity of the CPBG

b. Address of Bank (Issuing Branch as well as Mumbai Branch)

c. Contact Person name (Issuing Branch as well as Mumbai Branch)

d. Telephone Numbers of contact persons of bank (Issuing Branch as well as Mumbai Branch)

e. Email address of contact persons of bank (Issuing Branch as well as Mumbai Branch).

32.10 Insurance surety bond/CPBG shall be issued in favour of HPOIL Gas Private Limited Mumbai, 1301, 13th Floor, Meridian Business Centre, Plot No 27, Sector 30, Near Sanpada Railway Station, Vashi, Navi Mumbai – 400705.

32.11 **HOGPL BANKING DETAILS REQUIRED FOR CPBG**

HOGPL Banking Details	
Bank Name	CANARA BANK
Branch Code	005310
IFSC Code	CNRB0005310
SWIFT Code	CNRBINBBBID
MICR Code	400015173

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Date: 2026.10.16 10:58:55 IST

Account No.	5310201000035

33.0 CORRESPONDING ADDRESS

A. PURCHASER:

C&P Department
HPOIL Gas Private Limited
1301, 13th Floor, Meridian Business Centre,
Plot No 27, Sector 30, Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.
Tel: 022-68534326
Email: biveksingh@hpoilgas.in/candp1@hpoilgas.in

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Date: 2026.10.16 10:58:55 IST

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	ISO Certifications, if any (If yes, please furnish details)	
1.10	Nature of firm Partnership firm/ Prop firm / LLP/	
1.11	If others please specify	
1.12	Details of Directors/ Proprietors / Partners	(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes along with the supporting documents)
1.13	Bankers' Name	
1.14	Branch	
1.15	Branch Code	
1.16	Bank account numbers	
1.17	PAN No.	
1.18	TIN No.	
1.19	Whether SSI Registrant or not	
1.20	GSTN Registration no	
1.21	EPF Registration no.	
1.22	ESI Registration No.	

(SEAL AND SIGNATURE OF BIDDER)

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FORM F-2

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.…….. Date……...

To,
M/s. HPOIL GAS Private Limited
1301, 13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

TENDER NO. …… for …… HEREAS…….... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated……. for …… (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE ……. (hereinafter called 'The Bank') are bound unto HPOIL GAS Private Limited' Mumbai having their office at 1301, 13th Floor, Meridian Business Centre, Plot No 27, Sector 30, Near Sanpada Railway Station, Vashi, Navi Mumbai - 400705 (herein after called 'HOGPL') in the sum of …….. for which payment well and truly made to HOGPL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this ……. day of ……year.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by HOGPL during the period of bid validity
   a) Fails or refuses to execute the Contract Form, if required: or
   b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay HOGPL up to the above amount upon receipt of its first written demand, without HOGPL having to substantiate its demand, provided that in its demand HOGPL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

INSURANCE SURETY BOND TOWARDS BID SECURITY

(On Non-Judicial stamp Paper of appropriate value)

TO: HPOIL GAS PRIVATE LIMITED

(Address as applicable)

IN CONSIDERATION OF MESSRS. HPOIL GAS PRIVATE LIMITED Company 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 Corporation/Creditor" which expression shall include its successor in business and assigns) issued a tender on Messrs ……. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956/ 2013 having its office at ……..(hereinafter called "the Tenderer/Principal Debtor" which expression shall include its executors, administrators and assigns) against Tender no dated..... (Hereinafter called "the Tender" which expression shall include any amendments/ alterations to "the Tender" issued by "the Corporation/Creditor") for the supply of goods to/execution of work/ providing services for "the Corporation/Creditor " and "the Corporation/Creditor " having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Surety Bond for an amount of Rs. ..... (Rupees only).

1. We, ... (name of Surety) having office at ....., India (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer/Principal Debtor" hereby agree to pay to “the Corporation/Creditor” without any demur on first demand an amount not exceeding Rs…….(Rupees…….....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation/Creditor" by reason of non-performance and fulfilment or for any breach on the part of "the Tenderer/Principal Debtor" of any of the terms and conditions of the said "tender". We hereby confirm that “the Corporation/ Creditor” has been recognised as a ‘beneficiary’ of this Surety Bond

2. We (name of Surety) hereby confirm that we are authorised under the law and regulations to enter into this Surety Insurance Contract in favour of “the Corporation/Creditor”.

3. We, …….(name of Surety) further agree that "the Corporation/Creditor" shall be sole judge whether the said "Tenderer/Principal Debtor" has failed to perform or fulfil the said "tender" in terms thereof or committed breach of any of the terms and conditions of the order issued pursuant to the said “Tender” and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation/Creditor" on account thereof and we waive in favour of "the Corporation/Creditor" all the rights and defences to which we as “the Surety” and/or “the Tenderer/Principal Debtor” may be entitled to.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

4. We, ……. (name of Surety) further agree that the amount demanded by "the Corporation/Creditor" as such shall be final and binding on "the Surety" as to "the Surety's" liability to pay and the amount demanded and "the Surety" to undertake to pay "the Corporation/Creditor" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer/Principal Debtor" or any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this Bond being absolute and unconditional.

5. We, ... (name of Surety) further agree with "the Corporation/Creditor" that "the Corporation/Creditor" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer/Principal Debtor" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation/Creditor" against "the Tenderer/Principal Debtor" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer/Principal Debtor" or for any forbearance, act or omission on the part of "the Corporation/Creditor" or any indulgence by "the Corporation/Creditor" to "the Tenderer/Principal Debtor" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

6. NOTWITHSTANDING anything hereinbefore contained, our liability under this Bond is restricted to ` ..... (Rupees..... only). This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the opening of “the Tender” with a further claim period of 60 (sixty) days and shall continue to be enforceable till all amounts under this Surety Bond have been paid unless a demand or claim under this Bond is made on us in writing within above said periodical rights of "the Corporation/Creditor" under this bond shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

7. We, (name of Surety) further undertake not to revoke this Bond during its currency except with the previous consent of "the Corporation/Creditor" in Writing.

8. We, ... (name of Surety), further agree that any breach/non-compliance/non-adherence of the terms of the agreement, if any, between “the Tenderer/Principal Debtor” and “the Surety” including but not limited to payment of premium, violation of conditions, claims procedures , shall not in any way affect our obligation under this Bond and we agree to forthwith, on first demand, without protest or demur, pay the amounts so demanded by “the Corporation/Creditor”.

9. We, (name of Surety) lastly agree that "the Surety’s” liability under this Bond shall not be affected by any change in the constitution of “the Tenderer/Principal Debtor”.

10. "The Surety " has power to issue this bond in favour of "the Corporation/Creditor" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer/Principal Debtor" and "the Surety " in this regard.

IN WITNESS WHEREOF the Surety has executed this document on this ..... day of ..... For Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety”)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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: ……

Digital token no. used for uploading the bid: ……..

(*)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.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F – 4 A
ANNUAL TURNOVER

Bidder must fill in this form

Annual Turnover data for the last 3 years:

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

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

SEAL AND SIGNATURE OF THE BIDDER

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F – 4 B

FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

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

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

SEAL AND SIGNATURE OF BIDDER

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F – 5

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's Letter Head)

To,
M/s. HPOIL GAS Private Limited
1301, 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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F-6

CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Price Basis	FOT-Site/Store
2	Complete Scope of work as defined in the Bid documents	Accepted
3	Confirmation of acceptance of bid document in Toto	Included
4	Prices include all Taxes, duties, levies, fees, insurance, etc.	Included
5	Contract Validity (As per Bid document)	Included
6	Price Reduction Schedule as per Bid document	Accepted
7	Terms of Payments (As per Bid document)	Accepted
8	Performance Bank Guarantee to be submitted in fifteen (15) days	Accepted
9	General /Special/ Technical terms & Conditions of Bid	Accepted
10	Validity of bid	Accepted
11	Tender fees amount submitted : Details of NEFT/ RTGS Dtd……..for …….	Yes
12	EMD of requisite amount submitted : Details of EMD: DD/BG no…….. Dtd……..for ……. (NEFT/ RTGS)	Yes
13	Price Quoted as per SOR.	Yes
14	Deviation / exception Form 7	Yes
15	Guarantee/ Warranty/ Defect Liability Period	Accepted
16	GST @ …….% as applicable	Included
17	Split of Qty.	Accepted

Name of the Bidder : M/s
Signature :
Name :
Designation :
Date :
Seal :

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F-7

DEVIATION FORM (On Bidder's letter head)

To,
M/s. 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)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F – 8

DECLARATION (on Bidder's letter head)

To,

M/s. HPOIL GAS Private Limited
1301, 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 owner or its parent companies or by any Indian Government organisation.

SEAL AND SIGNATURE OF BIDDER

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F- 9

PROFORMA FOR LETTER OF AUTHORITY

Ref. No. Date:

To,
M/s. 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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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.

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F - 11

(VOID)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

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:	
Tear 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.
UDIN No.:

Instructions:

1. **The financial year would be the same as one normally followed by the bidder for its Annual Report.**
2. **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.**
3. **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"**

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F-13

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

Ref. No. Date:

To,
M/s. HPOIL GAS Private Limited
1301, 13th Floor, Meridian Business Centre,
Plot No 27, Sector 30,
Near Sanpada Railway Station,
Vashi, Navi Mumbai - 400705.

Sub: - Bid Document no. ---------- (Volume I & II)
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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

FORM F-14

FORMAT FOR DETAILS OF WORK ORDER FOR MEETING BEC

Sr. No.	Purchase/Work Order no.	Date	Purchaser/Owner/ Client Name	Job Description	Completion Certificate No. & Date
(1)	(2)	(3)	(4)	(5)	(6)

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

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR

(on non-judicial stamp paper of appropriate value)

To,
M/s. HPOIL GAS Private Limited
1301, 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 LIMTED, 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 5% (Five 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 "the 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.

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Date: 2026.10.16 10:58:55 IST

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 anywise 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 ___ of 20…….

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

INSURANCE SURETY BOND TOWARDS PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER/CONTRACTOR

(On Non-Judicial stamp Paper of appropriate value)

TO: HPOIL GAS PRIVATE LIMITED

(Address as applicable)

IN CONSIDERATION OF THE HPOIL GAS PRIVATE LIMITED, Company 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 Corporation/Creditor" which expression shall include its successors and assigns) having awarded to M/s..... a partnership firm/sole proprietor business/a company registered under the Companies Act,1956/2013 having its office at (hereinafter referred to as "the Supplier/Principal Debtor" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's/Creditor's" order No.....dated and the General procurement conditions of "the Corporation/Creditor" and upon the condition of "the Supplier's/Principal Debtor's" furnishing security for the performance of "the Supplier's/Principal Debtor's" obligations and/or discharge of "the Supplier's/Principal Debtor's" liability under and/or in connection with the said supply contract upto a sum of Rs…… (Rupees) amounting to 5% (five percent) of the total contract value.

We …….. Surety having its office at (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation/Creditor" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier/Principal Debtor" to "the Corporation/Creditor" under, in respect of or in connection with the said supply contract inclusive of all "the Corporation's/Creditor'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 Corporation/Creditor" to "the Surety" with reference to this Insurance Surety Bond upto and aggregate limit of Rs……(Rupees……) and "the Surety" hereby agrees with "the Corporation/Creditor" that:

1. This Insurance Surety Bond shall be a continuing and shall remain valid and irrevocable for all claims of "the Corporation/ Creditor" and liabilities of "the Supplier/Principal Debtor" arising upto and until midnight of……

2. This Insurance Surety Bond shall be in addition to any other guarantee or security whatsoever that "the Corporation/Creditor" may now or any time anywise have in relation to "the Supplier's/Principal Debtor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation/Creditor" 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 Corporation/Creditor" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Surety" from its full liability hereunder.

3. "The Corporation/Creditor" shall be at liberty without reference to "the Surety" and without affecting the full liability of "the Surety" hereunder to take any other security in respect of "the Supplier's/Principal Debtor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Supplier/Principal Debtor" of the said supply contract or to grant time and/or indulgence to "the Supplier/Principal Debtor" or to reduce or to increase or otherwise vary the prices of

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Supplier/Principal Debtor" under the said supply contract and/or the remedies of “the Corporation/Creditor” under any other security(ies) now or hereafter held by “the Corporation/Creditor” and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Supplier/Principal Debtor" or release of forbearance whatsoever shall have the effect of releasing "the Surety" from its full liability to “the Corporation/Creditor” hereunder or of prejudicing rights of “the Corporation/Creditor” against "the Surety".

4. This Insurance Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Supplier/Principal Debtor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to “the Corporation/Creditor” in terms hereof

5. "The Surety" hereby waives all rights at any time inconsistent with the terms of this Insurance Surety Bond and the obligations of "the Surety" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Suppliers/Principal Debtors" (whether or not pending before any arbitrator, conciliator(s), officer, tribunal or court) or any denial of liability by "the Supplier/Principal Debtor" or any other order of communication whatsoever by "the Supplier/Principal Debtor" stopping or preventing or purporting to stop or prevent any payment by "the Surety" to “the Corporation/Creditor” in terms hereof.

6. The amount stated in any notice of demand addressed by “the Corporation/Creditor” to "the Surety" as liable to be paid to “the Corporation/Creditor” by "the Supplier/Principal Debtor" or as suffered or incurred by “the Corporation/Creditor” on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Surety" and “the Corporation/Creditor” be conclusive of the amount so liable to be paid to “the Corporation/Creditor” or suffered or incurred by “the Corporation/Creditor”, as the case may be, and payable by "the Surety" to “the Corporation/Creditor”, in terms hereof.

7. Notwithstanding anything contained herein above:

I. Our liability under this Insurance Surety Bond shall not exceed Rs .....

II. This Insurance Surety Bond shall be valid up to and including (date); and

III. We are liable to pay the Insurance Surety Bond amount or any part thereof under this Insurance Surety Bond 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 Insurance Surety Bond.

8. "The Surety" has power to issue this Insurance Surety in favour of “the Corporation/Creditor” in terms of the documents and/or the agreement/contract or MOU entered into between "the Supplier/Principal Debtor" and "the Surety" in this regard.

IN WITNESS WHEREOF the Surety has executed this document on thisday of ..... For Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety”)

_____Bank

(By its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

UNDERTAKING ON LETTERHEAD

(With respect to bidders which share land border with India as stipulated by Govt. of India)

(To be filled in by the tendering party in official letter head)

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

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s (Name of Bidder) is:

i)	Not from such a country	[ ]
ii)	If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)	[ ]

(Bidder is to tick appropriate option (√ or X) above).

We hereby certify that bidder M/s…… (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST

SECTION – VI
SCHEDULE OF RATES (SOR)

(Refer separate SOR enclosed and available at website and M/s ITI E portal)

Digitally signed by Bivek Kumar Singh
Date: 2026.10.16 10:58:55 IST