HPOIL GAS PRIVATE LIMITED

(A Joint Venture of HPCL & OIL)

TENDER FOR HIRING OF SECURITY SERVICES AT KOLHAPUR GA

COMMERCIAL VOLUME

TENDER NO. HOGPL/2026-27/C&P/033

DATE: 02.11.2026

Digitally signed by Bivek Kumar Singh
Date: 2026.11.02 13:00:30 IST

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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 Providing round the clock security services at 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 start of services.

Mobilisation: Successful bidder shall mobilize the security services within 07 (seven) days from the date of issue of work order/LOI.

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.

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	Tender No.: HOGPL/2026-27/C&P/033 Dated 02.11.2026
7.2	Tender Document on Sale	02.11.2026 to 16.11.2026 upto 1200 Hrs.
7.3	Annual registration charges on E-tender portal (non-refundable, to	Rs. 2000 + GST @18% per annum

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	M/s. ITI Limited)	
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 07/11/2026 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 06/11/2026 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 07/11/2026.
7.6	Bid Submission date and time	16.11.2026 up to 1430 Hrs IST
7.7	Un-Priced bid opening date and Time	16.11.2026 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 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)

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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:

8.1.1 Bidder shall have experience of having successfully carried out & completed similar work 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)		
45.29	56.61	90.57

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

Definition of Similar Work: Providing watch & ward or Manpower Services or Security Services to any City Gas Distribution/Oil and Gas/Government/PSU company.

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.

8.1.2 Bidder shall possess a valid PSARA license applicable to Maharashtra for providing private security services. License shall remain valid throughout the contract period. Bidder shall submit the license copy under the provisions of the Private Security Agencies (Regulation) Act (PSARA),2005 to qualify the Technical BEC. Private Security Agencies must also have all statutory registrations and licenses with respect to PF, ESIC, CLRA, PT, ST, or any applicable and must submit the same.

8.1.3 Bidder shall have a registered office/branch office in Maharashtra or establish an operational office in Maharashtra within a specified period after award. Bidder shall submit address proof copy to qualify the Technical BEC.

Successful Bidder shall ensure or submit the copy of registration under Kolhapur District Security Guard Board, Kolhapur / Maharashtra Security Guard Board post award of work.

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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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 **INR16.98 Lacs**.

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 **INR1.70Lacs**.

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		

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8.1	Technical BEC	Documentary evidence to be submitted by bidder: I. Purchase order/Work order/Contract agreement. II. Completion/Execution Certificate issued by client/Client approved EPMC: 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 • 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.
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 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)

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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.

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

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9.2.1 All bids must be accompanied with bid security amount of **INR 2.26Lacs.**

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.

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.

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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. OWNER:

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

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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

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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

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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 and may result in the rejection of its bid.

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9.0 CLARIFICATION ON BID DOCUMENTS

9.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by email address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date.

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

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

10.0 AMENDMENT OF BID DOCUMENTS

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

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

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

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

C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

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

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

12.0 DOCUMENTS CONSTITUTING THE BID

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

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

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

c. Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

d. EMD/Bid security (Form-2) furnished in accordance with Performa given in this bid documents.

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

13.0 BID FORM

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

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

14.0 BID PRICES

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

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

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

c. GST.

15.0 PRICE BASIS

15.1 Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory variation in GST).

16.0 CURRENCIES OF BID

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

17.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

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

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a) That the Bidder has the financial, technical, and production capability necessary to perform the contract;

b) That the Bidder meets the qualification criteria stipulated in the Tender.

18.0 BID SECURITY/ EMD

18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.

18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

18.3 The bid security shall be in one of the following forms:

a) unless otherwise specified, a bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India, in the form provided in the bid documents or another form acceptable to the Purchaser and valid for sixty (60) days beyond the validity of the bid; or

b) A banker's cheque or a demand draft payable to the Purchaser as detailed in tender.

18.4 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.

18.5 Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Owner.

18.6 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the Contract Performance Guarantee.

18.7 The bid security may be forfeited:

a. If a Bidder:

a) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or

b) Does not accept the correction of errors; or

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

a) To accept the award

b) To furnish Contract Performance Bank Guarantee in accordance with tender.

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

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

19.0 PERIOD OF VALIDITY OF BIDS

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

19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

20.0 FORMAT AND SIGNING OF BID

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

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

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

21.0 DEVIATIONS

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

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

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

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D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

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

Covering Letter with

a) Bidder's General Information Form F-1

b) Bid security as per Form F-2

c) Power of Attorney as per Form F-3

d) Financial Details as per Form F-4A & Form F-4B

e) Certificate from Bank if bidder's working Capital is inadequate as per Form F-5

f) Check List for agreed terms and conditions as per Form F-6

g) No deviation confirmation / Deviation Form as per Form F-7

h) Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F-8

i) Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form F-9.

j) Information regarding any current litigation in which the bidder is involved in Form F-10.

k) Certificates as per Form- 11, 12

l) Declaration on tender document purchased / downloaded (on Bidder's letter head) as per Form F-13

m) Format for Details of work order for meeting BEC as per Form F-14

n) 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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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 expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of

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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

2) Contract Performance Bank Guarantee as per tender.

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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 be substantially responsive.

32.2 Evaluation

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

a) Arithmetical errors will be rectified on the following basis:

b) If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.

c) If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

d) In case it is observed that if any bidder has not quoted for any item in Schedule of Rates (such unquoted item not being at large), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by remaining bidder for such items. If after evaluation such bidder is found to be lowest evaluated bidder, the rates of missing items should be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of bidder's quoted price, the above provisions shall not be applicable and such bid shall be rejected.

e) In case it is observed that if any bidder has not quoted GST in Schedule of Rates, the total quoted price for the purpose of evaluation and awarding will be considered inclusive of GST and payment of applicable GST shall be bidders' liability.

32.3 Other Conditions Related to Bid Evaluation

(i) Canvassing in any form will make the bid liable for rejection.

(ii) Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

(iii) Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.

(iv) Bidder's will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.

(v) Bid should be complete covering the total scope of work indicated in the Bid documents.

(vi) Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

32.4 Comparison of Prices

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

Bidder must quote for full quantity of all SOR items.

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

The evaluated price of bidders shall include the following:

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

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

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

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

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

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

Note:
In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.

In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.

In case any cess on GST is applicable, same shall also be considered in evaluation.

33.0 CONTACTING THE PURCHASER/ CONSULTANT

33.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.

33.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

E. AWARD OF CONTRACT

34.0 POST-QUALIFICATION

34.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

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

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

35.0 PROCUREMENT PREFERENCE

35.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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a) Ministry of MSME vide Gazette notification no.CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filling the memorandum (Udyam Registration) w.e.f 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

b) Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L-1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of nonavailability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-split able or non- dividable, MSE quoting price within price band L-1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L-1 price.

c) The MSEs owned by SC/ST entrepreneurs shall mean:

a. In case of proprietary MSE, Proprietor(s) shall be SC/ST.
b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
c. In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

d) The MSEs owned by Women entrepreneurs shall mean:

a. In case of Proprietary MSE, Proprietor(s) shall be Women
b. In case of Partnership MSE, the Women partners shall be holding at least 51% share in the unit.
c. In case of Private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

e) In case bidder is a Micro or Small Enterprise under https://doe.gov.in/procurement-policy-divisions. The Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified

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by Ministry of Micro, Small and Medium Enterprises or UDYAM Registration Certificate.

b. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.
Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

f) If against an order placed by HOGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

g) The benefit of policy is not extended to the traders/ dealers/Distributors/ Stockiest/Wholesalers.

35.2 PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

a. This tender being supply contract, Purchase Preference as admissible under the prevailing procurement policy for MSEs shall be applicable to this tender.

b. Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications. Purchase Preference as admissible under the prevailing procurement policy for MII shall be applicable to this tender.

c. The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

d. Bidders to provide duly signed & stamped forms (PPP-MII POLICY ATTACHMENT-1 & ATTACHMENT-2) as per format enclosed in the Tender.

36.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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1) Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

   Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3) "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4) "Bidder from a country which shares a land border with India" for the purpose of this:
   i) An entity incorporated, established or registered in such a country; or
   ii) A subsidiary of an entity incorporated, established or registered in such a country; or
   iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   iv) An entity whose beneficial owner is situated in such a country; or
   v) An Indian (or other) agent of such an entity; or
   vi) A natural person who is a citizen of such a country; or
   vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5) "Beneficial owner" for the purpose of above (4) will be as under:
   i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
      Explanation—
      a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
      b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

   ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

   iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6) "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7) SUBMISSION OF CERTIFICATE IN BIDS:

- Bidder shall submit a certificate in this regard as Annexure - I.
  If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender.

37.0 AWARD CRITERIA

37.1 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.

38.0 SPLIT OF AWARD

Not Applicable

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

39.1 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.

39.2 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.

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

40.1 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.

41.0 NOTIFICATION OF AWARD

41.1 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.

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

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

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

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

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SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

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1.0 DEFINITIONS

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

(a) **'Agreement' or 'Contract'** means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.

(b) **'Completion Schedule' or 'Delivery Schedule'** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.

(c) **'Consultant'** means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement and named in SCC.

(d) **'Contract Documents'** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.

(e) **'Contract Price'** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.

(f) **'Day', 'Month' or 'Year'** means calendar day, calendar month or calendar year.

(g) **'Engineer In-charge'** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.

(h) **'Effective Date'** means a date on which Supplier's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.

(i) **'Goods'** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.

(j) **'GCC'** means the General Conditions of the Contract contained in this section.

(k) **'Inspector'** means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier's works and/or on receipt at Site as per terms of the Agreement.

(l) **'Notification of Award'** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.

(m) **'Purchaser' /or 'Owner'** means the organization purchasing the Goods, as named in SCC.

(n) **'Services' or 'Ancillary Services'** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.

(o) **'Site' or 'Purchaser's stores'** means the place or places named in tender document.

(p) **'SCC'** means the Special Conditions of the Contract (for purchase of Goods) forming a part of the Contract Documents.

(q) **'Supplier' or 'Seller' or 'Contractor'** means the individual person or firm or body corporate

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supplying the Goods and Ancillary Services under the Agreement.

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

2.0 APPLICATION

GCC shall apply to the extent that they are not superseded by provisions of other parts of the Agreement.

3.0 INTERPRETATION OF CONTRACT DOCUMENTS

Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

4.0 COUNTRY OF ORIGIN

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

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

5.0 STANDARDS

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

6.0 CONFIDENTIALITY

The Supplier cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer/ Inspector.

Further, Supplier is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the supplier in the case where these documents have been used without such written consent.

However, these obligations do not apply to documents for which it can be demonstrated that Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or

- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

Regarding the application of this clause, the experts appointed by the Purchaser/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the Purchaser in these matters.

Any document, other than the Agreement itself, enumerated in GCC Clause 0 a) shall remain the

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property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's obligations under the Agreement, if so required by the Purchaser.

7.0 PATENT RIGHTS

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

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

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

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

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

8.0 CONTRACT PERFORMANCE BANK GUARANTEE

Please refer SCC

9.0 INSPECTIONS AND TESTS

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

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

The Purchaser/Consultant or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and / or the Technical Specifications shall specify what inspections and tests the

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Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, board and lodge of the Purchaser's representative / Inspector shall be to the account of the Supplier. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organization) retained by it for these purposes.

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

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

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

10.0 ADDITIONAL TEST

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

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

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

Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Supplier will be responsible of the ensuing delays, inasmuch as these tests

have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.

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

11.0 PACKING

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

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

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Purchaser/Consultant.

12.0 DISPATCH INSTRUCTIONS

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

13.0 DELIVERY AND DOCUMENTS

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

14.0 INSURANCE

Transit Insurance up to HOGPL site/ store at Nagaland shall be arranged by Supplier.

15.0 TRANSPORTATION

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

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

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

16.0 GUARANTEE/ WARRANTY

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

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

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

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

Upon receipt of such notice, the Supplier shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Purchaser, deliver at the appropriate

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destination. The Supplier may take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months from the last shipment of good/services.

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

17.0 LATENT DEFECT

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

18.0 PAYMENT TERMS

Refer SCC

19.0 PRICES AND PRICE BASIS

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

20.0 CHANGE ORDERS

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

21.0 CONTRACT AMENDMENTS

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

22.0 ASSIGNMENT

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

23.0 SUB-CONTRACTING

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

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

For any subcontract, the Purchaser is entitled to demand from the Supplier, for approval of the list sub con tractors the Supplier intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine.

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Approval by the Owner cannot give rise to any legal bond between the Purchaser and the sub-contractors and leaves full responsibility only to the Supplier.

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

24.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

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

If at any time during performance of the Agreement, the Supplier or its sub contractor(s) encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser/Consultant in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser/Consultant shall evaluate the situation and may at its discretion extend the

Supplier's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.

Except as provided under GCC Clause Force Majeure or for the reasons solely attributable to the Purchaser/Consultant, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) pursuant to GCC Clause PRS, unless an extension of time is agreed upon pursuant to GCC Sub-Clause 25.0 without the application of PRS.

25.0 PRICE REDUCTION SCHEDULE (PRS)

Please refer SCC

26.0 TERMINATION FOR DEFAULT

Except for the cases provided for in Clause Force Majeure, if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the owner at its option by written notice to the supplier

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

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

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

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

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BIDDER becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the BIDDER.

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

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

27.0 TERMINATION FOR PURCHASER'S CONVENIENCE

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

The Goods that are complete and ready for shipment/ dispatch as on the date of Supplier's receipt of notice of termination shall be accepted by the Purchaser on the terms and prices of the Agreement.

For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Agreement terms and prices and / or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier; and/or

(c) to pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Supplier.

28.0 FORCE MAJEURE

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

- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- Explosions, fires, destruction of machinery, plant and installations of any nature
- Arbitrary action, if any of the Government of India or a relevant State;
- Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement provided such refusal is not the result of the doing of the parties.
- Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

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As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.

Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

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

29.0 SETTLEMENT OF DISPUTES

If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/amendment thereof.

HOGPL will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by HOGPL, HOGPL will have right to choose the Sole Arbitrator.

The arbitration proceedings shall be held in Mumbai and shall be conducted in the English language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

It is hereby clarified that the Courts at Mumbai alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

30.0 LIMITATION OF LIABILITY

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

31.0 GOVERNING LANGUAGE

The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

32.0 APPLICABLE LAW

The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Mumbai shall have exclusive jurisdiction.

33.0 NOTICES

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Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

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

34.0 TAXES, DUTIES AND LEVIES

The BIDDER agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the BIDDER and the BIDDER shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the BIDDER further agrees to comply, and to secure the compliance of all SUB-BIDDERs with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. BIDDER further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by BIDDER or SUB-BIDDER of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

Statutory Variation on the rates of Taxes and Duties of Owner's country, included in the contract price, will be applicable during the contractual period against documentary evidence. Imposition of any fresh statutory levy/ tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

35.0 STATUTORY VARIATION

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

36.0 DATE OF COMING INTO EFFECT

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

37.0 OWNERSHIP

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

38.0 REPEAT ORDER

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

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SECTION-IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

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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 PAYMENT TERMS

100% of the monthly bill amount shall be paid by the Owner within 30 (thirty) days from the date of submission of the correct tax invoice, duly certified by the Engineer-in-Charge, along with all applicable statutory forms, registers, records, returns, licences and other documents under the applicable Labour Codes, Proof of payment of wages to all deployed personnel through bank transfer, Proof of deposit of Provident Fund (PF) /ESIC contributions challans & payment proof, Employee Compensation (EC) Insurance Policy copy & Mediclaim Insurance Policy copy covering deployed personnel. Valid Employee Dishonesty/Fidelity Guarantee Insurance Policy specifically covering direct financial losses suffered by the Owner arising from theft, pilferage, fraud, misappropriation or other dishonest acts committed by the Contractor's deployed personnel, with appropriate coverage of the Owner's interest, Any other statutory registrations, licences, certificates, returns, declarations or supporting documents required to establish compliance with applicable labour laws and contractual obligations.

3.0 PRICE REDUCTION SCHEDULE (PRS)

3.1 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.

4.0 DEFECT LIABILITY PERIOD

The defect liability period for providing services under this contract will be till the expiry of contract period.

5.0 CONTRACT PERFORMANCE BANK GUARANTEE

5.1 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.

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Date: 2026.11.02 13:00:30 IST

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.

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

5.3 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.

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

5.5 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.

5.6 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.

5.7 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.

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

5.9 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).

5.10 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.

5.11 **HOGPL BANKING DETAILS REQUIRED FOR CPBG**

HOGPL Banking Details

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Date: 2026.11.02 13:00:30 IST

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

6.0 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: 2026.11.02 13:00:30 IST

SECTION-V
FORMS & FORMATS

Digitally signed by Bivek Kumar Singh
Date: 2026.11.02 13:00:30 IST

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)

Digitally signed by Bivek Kumar Singh
Date: 2026.11.02 13:00:30 IST

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: 2026.11.02 13:00:30 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.

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”

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Date: 2026.11.02 13:00:30 IST

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: 2026.11.02 13:00:30 IST

FORM F-3

POWER OF ATTORNEY

(on non-judicial stamp paper of appropriate value)

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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 IST

FORM F - 11

(VOID)

Digitally signed by Bivek Kumar Singh
Date: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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: 2026.11.02 13:00:30 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.

Digitally signed by Bivek Kumar Singh
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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…….

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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 the total

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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")

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Annexure-I

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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ATTACHMENT-1

PPP-MII POLICY

(PREFERENCE TO MAKE IN INDIA POLICY)

PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT (ON BIDDER'S LETTERHEAD)

We, M/s……...(Name of Bidder) hereby state and undertake that we meet all the requirements of the Make in India Policy as set out in the tender document and herby confirm that we are eligible for purchase preference under this policy.

In case our declaration is found to be incorrect at any point of time during the tender process or contract execution or thereafter, HPOIL shall have the right to impose sanctions as stated in the subject Make in India policy.

We hereby declare that the local content of Goods / Services / EPC / Works Contract (retain whichever is applicable and remove the balance options) as per the scope of job to be executed under this tender is -------%, at the time of bidding.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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ATTACHMENT-2

PPP-MII POLICY
CERTIFICATE BY STATUTORY AUDITOR / COST AUDITOR OF BIDDER

We,---------- (Name of the Statutory Auditor / Cost Auditor) have verified the above declaration of ----------(Name of the bidder) and certify that they meet the stipulated minimum threshold value of 20% Local content for the tendered items and are a Class I Local Supplier/Class-II Local Supplier as defined under Policy to Provide Purchase Preference to Make in India.

The Local content in the offered Products / Services is..... %

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name & Designation:

Seal:

Membership

Note: The authorized signatory in this case can be one of the following:

i. The proprietor and an independent Chartered Accountant, not being an employee of the bidder's firm, in case of a proprietorship firm.
ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the bidder's firm in the case of partnership firm.
iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.

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SECTION – VI
SCHEDULE OF RATES (SOR)

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

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