

**Haridwar Natural Gas Pvt. Ltd.
{JV of Bharat Petroleum and GAIL Gas Ltd.}**



129, New Haridwar Colony,
Behind Matrichaya Medical Centre, Ranipur More,
Haridwar-249401 (U.K.)

TENDER DOCUMENT

FOR

**SUPPLY OF MDPE PIPES FOR CITY GAS DISTRIBUTION
PROJECT AT HARIDWAR GA**

TENDER NO.:- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

(Limited Domestic Competitive Bidding Under Single stage two envelope systems)

Invitation for Bid

INVITATION FOR BID (IFB)

Ref No: HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Date: 12.04.2024

To,

[PROSPECTIVE BIDDERS]

SUB: Supply of MDPE Pipes for city gas distribution project at Haridwar GA.

Dear Sir/ Madam,

1. Haridwar Natural Gas Pvt. Ltd. (CIN U40300UR2016PTC007004), a Joint venture company of Bharat Petroleum Corporation Ltd. and Gail Gas Ltd. having Operational & Marketing office at 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur More, Haridwar (UK) Pin-249401 invites bids from bidders for the subject supply/services, in complete accordance with the following details and enclosed Tender Documents

2. The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY	Supply of MDPE Pipes for city gas distribution project at Haridwar GA.				
(B)	TENDER NO. & DATE	Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01 Date: 12.04.2024				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td>✘</td></tr><tr><td>TWO BID SYSTEM</td><td>✓</td></tr></table>	SINGLE BID SYSTEM	✘	TWO BID SYSTEM	✓
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MANUAL	✓					
(E)	TENDER NUMBER	HNGPL/HARIDWAR/MDPE PIPES/24-25/01				
(F)	BID VALIDITY	90 Days from the due date of Bid Submission				
(G)	CONTRACT PERIOD	One [01] year from the date of LOA or from the mentioned in LOA. Contract can be further extended to a period of one year or part thereof on the same rates and terms & conditions on mutual consent.				
(G.1)	DELIVERY PERIOD:	Following shall be the delivery schedule for Supply of MDPE Pipes for city gas distribution project at Haridwar GA.:				

	Item Description	Ordered Quantity	Completion Period												
	Design, Engineering, Testing and Supply of MDPE Pipes (on FOT Site basis) Including packaging, forwarding, transportation, insurance etc.	At the time of placing of Award	10 weeks from the date of each Job Order/ Call up Order.												
	<p>Note: Items Shall be deliver at HNGPL Warehouse located at Branch no. 89, Survey No.- 160 M, Village – Missarpur, Haridwar to Laksar Road, Haridwar, Uttarakhand – 249408, after placing of each individual Purchase Order/Call up orders/Deliver Order/Written intimation from HNGPL side.</p>														
(H)	CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT	APPLICABLE [Please refer Clause No. 37 of ITB for more details.]													
(I)	TENDER FEE	Not Applicable													
(J)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <thead> <tr> <th colspan="3" data-bbox="847 943 1468 976">Applicable</th> </tr> <tr> <th data-bbox="847 976 967 1066">Items</th> <th data-bbox="967 976 1222 1066">Description</th> <th data-bbox="1222 976 1468 1066">EMD Amount (In Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="847 1066 967 1279">1</td> <td data-bbox="967 1066 1222 1279">Supply of MDPE Pipes for city gas distribution project at Haridwar GA.</td> <td data-bbox="1222 1066 1468 1279">Rs. 69,050/-</td> </tr> <tr> <td colspan="3" data-bbox="847 1279 1468 1794"> <p>Note:</p> <ol style="list-style-type: none"> 1. Declaration for bid security shall be submitted by MSEs, Start-Ups (if applicable) and CPSEs (to whom exemption is allowed as per extant guidelines in vogue). 2. EMD in form of DD/BG submitted along with the un-price bid. 3. Refer Clause no.16 & 39 of ITB for further details. 4. In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant document. </td> </tr> </tbody> </table>		Applicable			Items	Description	EMD Amount (In Rs.)	1	Supply of MDPE Pipes for city gas distribution project at Haridwar GA.	Rs. 69,050/-	<p>Note:</p> <ol style="list-style-type: none"> 1. Declaration for bid security shall be submitted by MSEs, Start-Ups (if applicable) and CPSEs (to whom exemption is allowed as per extant guidelines in vogue). 2. EMD in form of DD/BG submitted along with the un-price bid. 3. Refer Clause no.16 & 39 of ITB for further details. 4. In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant document. 		
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(K)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 12.04.2024 (1400 Hrs, IST) to 27.04.2024 (1400 Hrs, IST) on our official websites: http://www.hngpl.in													

(L)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 16.04.2024 Time : 1100 Hrs Venue : Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Bidder is requested to submit Authorization letter (F-5) via e-mail: tenders@hngpl.co.in before 30 minute prior to start the meeting. Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request along with F-5 for the same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date & time.
(M)	DUE DATE & TIME OF BID-SUBMISSION	Date : 27.04.2024 Time : on or before 1400 hrs
(N)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 27.04.2024 Time : at 1500 hrs. Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 e-mail : tenders@hngpl.co.in
(O)	CONTACT DETAILS	Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Sh. Harendra Kumar Gupta (Mo: +918004917722) e-mail : tenders@hngpl.co.in

In case of the days specified above happens to be a holiday in HNGPL, the next working day shall be implied.

3. Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.
4. The following documents Shall be submitted in original (in physical form) within the Due Date & Time of Bid Submission:
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
5. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender

Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

6. Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.
7. Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (K) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
8. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
9. HNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/Contract.

For & on behalf of

Haridwar Natural Gas Pvt. Ltd.

(Authorized Signatory)

(Chief Executive Officer)

SBD for Procurement of Goods

Summary

- PART-I** **BIDDING PROCEDURES**
- SECTION 1:** **INSTRUCTIONS TO BIDDERS (ITB)**
This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.
- SECTION 1.1:** **BID EVALUATION CRITERIA (BEC)**
This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.
- SECTION 1.2:** **BID EVALUATION METHODOLOGY**
This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.
- ANNEXURE-I** **INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING**
This Annexure contains detailed instructions regarding bid submission procedure under HNGPL e-tendering system.
- ANNEXURE-II** **BID DATA SHEET (BDS)**
This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.
- ANNEXURE-III** **PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**
This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.
- ANNEXURE-IV** **PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**
This Annexure contains procedure to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
- ANNEXURE-V** **FORMS AND FORMAT**
This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.

PART-II

CONDITIONS OF CONTRACT

SECTION 2:

GENERAL CONDITIONS OF CONTRACT (GCC) - Goods

This Section contains standard provisions.

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC) AND SUPPLY REQUIREMENTS

SECTION 3:

SPECIAL CONDITIONS OF CONTRACT (SCC)

The content of this Section supplements the General Conditions of Contract.

AND TECHNICAL SPECIFICATIONS, DRAWINGS AND SCOPE OF SUPPLY/MATERIAL REQUISITION

This Section contains the Specifications, the Drawings, and supplementary information including Scope of Supply that describes the Goods to be procured.

SECTION 4:

SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS

TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS)

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Section 1.1: Bid Evaluation Criteria

A. Technical Criteria:

- 1) The Bidder shall be a regular manufacturer & supplier of PE Pipes (PE-100) used for natural gas service.
- 2) Bidder must have manufacturing, testing and quality assurance facilities for PE pipes as per the applicable codes of IS 14885 (latest edition) or ISO 4437 confirming to T4S specifications
- 3) The bidder should have manufactured and supplied minimum quantities as per table below in a single order for each quoted item of same or higher diameter of MDPE Pipes of grade PE-100, SDR-11 as per IS: 14885 in a single contract in any of the last 5-7 years reckoned from the bid due date.

Sl. No.	SOR Item	Minimum BEC Requirement (Qty. in meters)
1	MDPE 63 mm	1500 meters
2	MDPE 90 mm	750 meters

NOTE: -

- a) In case, a bidder is executing a contract as mentioned above which is still running, the contract value/quantity executed till one day prior to due date of bid submission should be equal to or more than the minimum prescribed value/quantity mentioned at clause A-3 above. such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.
- b) 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. However, jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC

B. Financial Criteria: Not Applicable

C. 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.	<u>Description</u>	<u>Documents required for qualification</u>
Technical BEC		
A.1	Technical BEC	Bidder is required to submit copy of Manufacturing / Factory License or any other document evidencing that the bidder is manufacturer of MDPE Pipes of grade PE-100, SDR-11 as per IS: 14885
A.2		Copy of Certificate from a reputed Inspection agency/TPIA or equivalent stating that the proposed workshop facility has the capability for manufacturing, testing, quality assurance facilities of the quoted PE-100 pipes complying the specifications. The said certificate shall be valid as on the due date of bid opening.
A.3	Technical BEC	<p>For Experience against execution & completion of order: - Bidder must submit:</p> <p>a) Copy of complete Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at BEC in previous 5-7 years to be reckoned from the due date of bid opening.</p> <p>b) Proof of execution of order in the form of Inspection Release Note (IRN) / Dispatch Clearance Note (DCN) against the Order /LOA /Contract as mentioned at point “a” above, must be submitted.</p> <p>c) The Completion Certificate / Invoices raised in compliance with GST law and its corresponding payment advice's against the Order/LOA/Contract as mentioned at point “a” above must be submitted. Completion certificate must contain the detail information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value & quantity, Total value/quantities of work completion, Scheduled date of Work completion and date of Actual work completion, etc.</p> <p>Invoices and corresponding payment advice’s must have cross reference of LOA/PO</p> <p>The Completion Certificate and payment advice’s should have been issued by the end- user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p>

<p>Note (a) &(b)</p>	<p>Technical BEC</p>	<p>For Running Contract: -</p> <p>Bidder must submit:</p> <p>i) Same documents as mentioned above at point ‘a’ & ‘b’</p> <p>ii) Copy of Execution Certificate / Invoices raised in compliance with GST law and its corresponding payment advice's against Order/LOA/Contract for the running contract as mentioned at point ‘i’ above must be submitted clearly mentioning the detail information like Order/ LOA/ Contract No. with date, brief scope of work / Name of Work, Order Value, Executed Value/quantity till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value/quantity mentioned in BEC.</p> <p>Invoices and corresponding payment advice’s must have cross reference of LOA/PO</p> <p>The Execution Certificate and payment advice ’ s should have been issued by the end user/owner/authorized consultant.</p> <p>Above documents shall necessarily be duly certified / attested by Chartered Engineer and Notary public with legible stamp.</p> <p>For Jobs executed for Subsidiary / Fellow subsidiary/Holding company: -</p> <p>Bidder must submit/upload:</p> <p>Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary /Holding Company along with documents as mentioned above at point ‘a’ & ‘b’</p>
<p>Note: 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.</p>		

D. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

<p>Technical Criteria of BEC</p>	<p>All documents (work orders/contract agreements and corresponding work completion/execution certificates) in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp. No photo copy of attestation/certification of CE & Notary shall be considered.</p>
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Note: All documents in support of BEC should be Submit Hard copy along with tender document. In absence of requisite documents HNGPL reserves the right to reject the bid without making any reference to bidders.

SECTION 1.2

Bid Evaluation Methodology

BID EVALUATION METHODOLOGY

1. HNGPL will evaluate and compare the Price bids of the techno- commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.
2. Evaluation shall be done on **overall lowest cost basis inclusive of all the SOR items including applicable GST** (CGST & SGST / UTGST or IGST) and contract will be placed on the lowest (L1) acceptable techno-commercially qualified bidder. Bidder must quote for entire item(s) of SOR to arrive at the above total price, failing which bid shall be rejected.

Note 1:

- 1) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
 - 2) In case any cess on GST is applicable, the same shall also be considered in evaluation.
 - 3) Bidder has to quote for all the items of the SOR. In case bidder has not quoted for any single item of the SOR, his bid will be rejected.
 - 4) In case, there is discrepancies observed in unit rate and total amount for any item in SOR, the unit rate shall be considered for evaluation and price bid analysis.
 - 5) In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job/contract for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof, Haridwar Natural Gas Pvt. Ltd. Shall forfeit earnest money (IF APPLICABLE) paid by the bidder and such bidders shall be debarred from participation in tendering for the period of 6 months.
3. Purchase preference to MSEs Policy shall be applicable as per prevailing procurement policy considering tendered groups as **non-splittable or non-dividable**.

(i) PPP for MSEs 2012:

Purchase preference as per PPP-2012 as mentioned in Clause no. 39 of ITB of tender document shall be applicable as

Considering the nature of job, splitting of quantities will not be possible in this tender and hence the clause for award of 25% of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting within price band of L1 (other than MSE) + 15%, may be awarded for full/ complete Supply subject to matching of L1 (lowest) price as per ITB of tender document. In case two or more MSE bidder(s) comes within the price band of L1+15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3...and so on).

Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price(s) of SOR.

4. In case of a tie at the lowest bid (L1) position between two or more bidders, then contract will be awarded to the bidder who has higher / highest turnover as per last audited financial statement.
5. It is proposed to hire 1 nos. of contractor/supplier under this tender.

INSTRUCTIONS TO BIDDERS

(TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS))

[A] -GENERAL

1. SCOPE OF BID

- 1.1 The Employer/ Purchaser/ Owner/ HNGPL as defined in the "General Conditions of Contract-Goods [GCC-Goods]" & General Conditions of Contract-Services [GCC-Services], wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The Scope of Supply shall be as defined in Section 3 of the Bidding Documents.
- 1.3 The successful bidder (the "Supplier") shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency(ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38 (Action in case Corrupt/ Fraudulent/Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by HNGPL/BPCL/GAIL or Public Sector Project Management Consultant (like EIC, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to HNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform HNGPL/GAIL GAS/BPCL in case the bidder is put on 'Holiday' by HNGPL or Public Sector Project Management Consultant (such as EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall

tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to HNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform HNGPL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
- (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by

Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

The person holding Power of Attorney shall also be authorized to nominate. "Contractor's Representative" for execution of Contract in case of award.

Note: Proforma for Power of attorney is attached in Form F-25. [For Reference]

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATASHEET (BDS)- NOT APPLICABLE

3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/JV).

3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by HNGPL or Public Sector Project

Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/evaluation/Award.

4. ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids. A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at clause no. 4.1 and 4.2 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5. COST OF BIDDING

5.1 **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, HNGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. SITE VISIT

6.1 The Bidder is advised to visit and examine the site of Works/Services and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The intending bidders shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for

extra claims or for not carrying out the Works/Services in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance

- 6.4 The Bidder shall not be entitled to hold any claim against HNGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB 8.0"

<input type="checkbox"/>	Information for Bidder [IFB]	
<input type="checkbox"/>	Instructions to Bidders [ITB]	Section 1
<input type="checkbox"/>	Bid Evaluation Criteria [BEC]	Section 1.1
<input type="checkbox"/>	Bid Evaluation Methodology	Section 1.2
<input type="checkbox"/>	General Condition of Contract [GCC]-Goods	Section 2
<input type="checkbox"/>	Special Conditions of Contract [SCC]	Section 3
<input type="checkbox"/>	Technical Specifications, Drawing (wherever applicable) and Scope of Supply/ Material Requisition	Section 3
<input type="checkbox"/>	Price Schedule/ Schedule of Rates	Section 4

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.
- 7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify HNGPL in writing or by fax or email at HNGPL's mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. HNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. HNGPL may respond in writing to the request for clarification. HNGPL' response including an explanation of the query, but without identifying the source of the query will be uploaded on HNGPL' and Government tendering websites, as mentioned in **BDS** / communicated to prospective bidders by e-

mail/ fax.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to HNGPL in the format "F-18".

9. **AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on HNGPL' and Government tendering websites, as provided in **BDS**. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer/ Purchaser/ Owner, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10. **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and HNGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID**

- 11.1 In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.

11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Shall contain the following:

- a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b. 'Bidder's General Information', as per 'Form F-1'
- c. 'Bid Form', as per 'Form F-2'
- d. Copies of documents, as required in 'Form F-3'
- e. As a confirmation that the prices are quoted in requisite format complying with the

- requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item
- f. 'Letter of Authority' on the Letter Head, as per 'Form F-5'
 - g. 'No Deviation Confirmation', as per 'Form F-6'
 - h. 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
 - i. 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j. 'Agreed Terms and Conditions', as per 'Form F-10'
 - k. ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
 - l. Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - m. Undertaking on the Letter head, as per the Form F-12.
 - n. Power of Attorney /copy of Board Resolution, in favor of the authorized signatory of the Bid, as per clause no.2.7 of ITB
 - o. Any other information/details required as per Bidding Document.
 - p. EMD/ Bid Security in original as per Clause 16 of ITB [Note: Submission of Original is not applicable for online banking Transaction]

Note: In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant document.

- q. All forms and Formats including Annexures.
- r. List of consortium/ JV member (s), if any, and Consortium Agreement (as per format F-17) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- s. Integrity Pact as per Form F-20 (if applicable)
- t. 'Indemnity Bond' as per 'Form F-21'
- u. Tender Document Physically signed by the Authorized Signatory.
- v. Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Services, if any

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"

Should comprise all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to HNGPL Office, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar, Utrakhand- 249401 in a sealed envelope, super scribing the Tender details & number.

The Original Bid Security/ EMD must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected. All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

11.1.2 PART-II: PRICE BID

11.1.2.1 PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope “ Price- Do Not Open” . In case of any correction, the bidder shall put his signature and his stamp.

11.1.2.2 The Price bid to be uploaded in accordance with clause 8.2 of Annexure-I. (If applicable).

- I. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in “Step 3: SOR Attachment”. Submission of prices in Un priced bid shall lead to rejection of the bid. HNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- II. Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- III. If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- IV. In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- V. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- VI. In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- VII. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become

applicable in such a case.

12. SCHEDULE OF RATES / BID PRICES/ PRICE SCHEDULE

- 12.1** Bidder shall indicate the following in the Price Schedule/SOR format.
- 12.2** Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 12.3** GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- 12.4** Inland transportation upto Delivery Location and other costs incidental to delivery.
- 12.5** The material is required to be delivered through a reliable bank approved Road Transport Company.
- 12.6** Also, HNGPL reserves the right to transport the material with it's own transporter.
- 12.7** Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.8** It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.9** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 12.10** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.11** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract("SCC") or any Other part of Bidding Document, the prices quoted shall deem to be inclusive of cost incurred for such activity.
- 12.12** All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR.HNGPL GST numbers shall be provided on award.
- 12.13** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of

documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 12.14** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.
- 12.15** Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.
- 12.16** The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 12.17** The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude

13. GST (CGST & SGST/ UTGST or IGST)

- 13.1** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 13.2** Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, HNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

- 13.3** In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of HNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/Consultants.
- 13.4** In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government

Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5** Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

- 13.6** HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

- 13.7** In case HNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where HNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and HNGPL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to HNGPL or ITC with respect to such payments is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by HNGPL to Contractor / Supplier.

- 13.8** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST

with all required supporting document(s) within a period specified in Contracts/ LOA to enable HNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.9 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable HNGPL to avail input credit of GST (CGST&SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details. If input tax credit is not available to HNGPL for any reason not attributable to HNGPL, then GAIL GAS shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of HNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of HNGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on HNGPL.

13.9.1 The Supplier shall mention the particulars of Haridwar Natural Gas Private Limited on the Invoice. Besides, if any other particulars of HNGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.9.2 HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

13.9.3 However, 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.

13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.

13.11 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in

rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods may note the above and quote their prices accordingly.

- 13.12** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.
- 13.13** GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.14** Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services >View/Download Certificates option).
- 13.15** GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, HNGPL shall place orders.

13.15 **Provision w.r.t. E- Invoicing requirement as per GST laws**

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by HNGPL as no ITC (Input Tax Credit) is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/

consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to HNGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then GAIL GAS LTD. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract. **To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Annexure-1 along with documents for release of payment.**

Annexure-1

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICEAS
PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, BEHIND MATRICHAYA MEDICAL CENTRE,
NEW HARIDWAR COLONY, NEAR RANIPUR MORE,
HARIDWAR – 249401 (U.K.), INDIA

SUB:
LOA NO:

Dear Sir,

We _____(Name of the Supplier/Contractor/Service Provider/
Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []]
(ii) Not Applicable to us []]

***(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓or X)
above).***

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by GAIL GAS LTD. as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL GAS LTD. for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then GAIL GAS LTD. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Bidder Name:
Seal:

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by HNGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY DEPOSIT/ BID SECURITY (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET (BDS))

16.1 Bids must be accompanied with '**Earnest Money Deposit/ Bid Security**' in the form of '**Online Banking transaction**', '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Haridwar Natural Gas Pvt. Ltd.**, payable at the place as defined in **BDS**]) or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form -4/4A of the bidding documents** or) [in favour of **Haridwar Natural Gas Pvt. Ltd.**]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of HNGPL is as specified in Bid Data Sheet [BDS].

Bidder is required to upload/submit the successful Transaction Details along with their bid. In case of online transaction, submission of EMD in original is not applicable.

16.2 The 'Bid Security' is required to protect HNGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".

16.3 HNGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a '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 Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to

this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.4** Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by HNGPL as non-responsive.
- 16.5** Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6** The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.7** Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- a. If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - b. If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - c. If the Bidder modifies bids during the period of bid validity (after Due Date and Time for Bid Submission).
 - d. Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e. In the case of a successful Bidder, if the Bidder fails to:
 - f. to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - g. to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8** Bid Security should be in favour of Haridwar Natural Gas Pvt. Ltd. and addressed to HNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9** MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in **Clause 39 of ITB**. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.
Bidders claiming exemption of EMD as per this clause shall submit form F-23 alongwith other relevant documents.
- 16.10** In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL Gas. The forfeiture amount

will be subject to final decision of GAIL Gas based on other terms and conditions of order/Contract.

- 16.11** EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

17. PRE-BID MEETING

- 17.1** The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 17.2** Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on tendering process. The Bidder must submit their queries / clarifications to HNGPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.

- 17.3** Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on HNGPL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

- 17.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

- 18.1** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

- 18.2** The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19. ZERO DEVIATION AND REJECTION CRITERIA

- 19.1** **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. HNGPL will accept bids based on terms & conditions of "Bidding Documents" only. HNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. HNGPL' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic

evidence. HNGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Earnest Money Deposit / Bid Security
- c) Specifications & Scope of Services
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
- o) Submission of prices in un priced/technical Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20. E-PAYMENT

20.1 Haridwar Natural Gas Pvt. Ltd. has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] – SUBMISSION OF BIDS

21. BID SUBMISSION

21.1 Bids shall be submitted on manual mode in the manner specified elsewhere in tender document. Manual/ Hard Copy (Original) offer shall be acceptable.

- 21.2 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per clause no. 11 of ITB, the employer will assume no responsibility for misplacement or premature opening of the bid.
- 21.3 Bidders are required to submit original Bid Security/ EMD, Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS
- 21.4 All the bids shall be addressed to
CEO, Haridwar Natural Gas Pvt. Ltd
House No.-129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar
Uttarakhand-249401
- 21.5 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22. DUE DATE AND TIME OF BID SUBMISSION

- 22.1 The bids must be submitted through manual mode not later than the date and time specified in the tender documents/BDS.
- 22.2 HNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of HNGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on HNGPL' website/ HNGPL e-tender portal /communicated to the bidders.

23. LATE BIDS

- 23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission and no bids can be submitted thereafter.

24. MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD

paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per Annexure-IV of ITB.

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

HNGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for HNGPL' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which HNGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1 Unpriced Bid Opening: HNGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

26.2 Price Bid Opening: HNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.4 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27. CONFIDENTIALITY:

27.1 During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28. CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money / Bid Security';
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:

- a. "Deviation" is departure from the requirement specified in the tender documents.
- b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c. "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a. If accepted would,
- b. Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
- c. Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- d. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30. CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.1 of bidding documents.

32. COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

32.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

32.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

33. PURCHASE PREFERENCE

33.1 Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) & Purchase Preference as Per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue shall be allowed as per Government instructions in vogue.

- 33.2 Preference for Domestically Manufactured Electronic Products (DMEP) shall be as per Format F-15. For applicability, please refer BDS.

[F] - AWARD OF CONTRACT

34. AWARD

Subject to "ITB: Clause-29", HNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by HNGPL either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on HNGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Purchase Order/Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. HNGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

- 35.2 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-36".

- 35.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee /Security Deposit', pursuant to "ITB: Clause-37", HNGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

36. SIGNING OF AGREEMENT

- 36.1 HNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to HNGPL.

- 36.2 The successful Bidder/ Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of ' state' specified in Bid Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

37. CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- 37.1 Within 30 days of the receipt of the notification of award/ FOA from HNGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit.

The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases where in the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST). The successful bidder has the option to submit CPG/SD as per the following details:

i) Procurement of materials (Non-ARC case)

SD/CPBG @ 10% of Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for materials (ARC case)

SD/CPBG @ 10% of Annualized Order / Contract value within 30 days of FOA/notification of award.

37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / **GST (CGST & SGST/UTGST or IGST)**.

37.3 Bank Guarantee towards Contract Performance Guarantee 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

The clause nos. 37.1 & 37.3 in respect of value & validity of CPBG stated hereinabove has been modified in BDS, which shall be applicable for present tender.

37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.

37.6 Further, the bidder can submit CPBG on line through issuing bank to HNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by HNGPL.

38. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

38.2 Void

38.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in HNGPL 'Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices' (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Haridwar Natural Gas Pvt. Ltd., such decision of Haridwar Natural Gas Pvt. Ltd. shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other" CONTRACT DOCUMENTS "shall not be applicable for any consequential issue/dispute arising in the matter.

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 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 L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 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 reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability 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 (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

39.3 In case bidder is a Micro or Small Enterprise, the Bidder shall submit **Udyam Registration Certificate** for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the reclassification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status (from earlier status as ‘Micro’ or ‘Small’ enterprise in Udyam registration certificate), bidder is required to submit the previous Udyam registration certificate also to get the benefits available to MSEs.

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) 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.

39.4 If against an order placed by HNGPL, successful bidder(s) (other than Micro/Small

Enterprise)isprocuringmaterial/servicesfromtheirs sub-vendorwhoisaMicroorSmall 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.

39.5 The benefit of policy are not extended to the traders/dealers/
Distributors/Stockiest/Wholesalers.

40. ABNORMALLY HIGH RATES (AHR) ITEMS

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

I. Rates as per SOR, quoted by the Contractor/Bidder.

II. Rate of the item, which shall be derived as follows:

a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV.

42. INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

42.3 TDS, wherever applicable, shall be deducted as per applicable act /law/rule.

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. cs per transaction. Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only

after fulfillment of above requirement.

43. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44. DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

44.1 Haridwar Natural Gas Pvt. Ltd. has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on HNGPL's web site <http://www.hngpl.in/> for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.

44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0

44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

44.4 Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.

- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of “Conciliation” shall be deemed to have been exhausted, even in case of rejection of “Conciliation” by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45. **INAM-PRO (PLATFORM FOR INFRASTRUCTURE & MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

HNGPL’s contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

46. **UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD**

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

47. **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

48. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

49. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on HNGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. HNGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract.

50. POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 – NOT APPLICABLE

~~1.0 — 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 DPHT 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.~~

~~2.0 — The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPHT to encourage ‘Make in India’ and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.~~

~~3.0 DEFINITIONS:-~~

~~(i) — **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.~~

~~Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.~~

~~(ii) — **‘Class I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.~~

~~**‘Class II local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.~~

~~**‘Non Local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.~~

~~(iii) — **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.~~

~~(iv) — **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class I local supplier may be above the L1 for purpose of purchase Preference.~~

~~(v) — **Nodal Ministry** means the Ministry of Petroleum & Natural Gas~~

(vi) ~~Procuring Entity~~ means Haridwar Natural Gas Pvt. Ltd. (HNGPL)

(vi) ~~Works~~ means all the works as per Rule 130 of GFR 2017 also include 'turnkeyworks'

4.0 ~~Margin of Purchase Preference:~~ The margin of purchase preference shall be 20%.

5.0 ~~**ELIGIBILITY OF 'CLASS I LOCAL SUPPLIER'/'CLASS II LOCAL SUPPLIER'/'NON LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**~~

(a) ~~In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class I local supplier', shall be eligible to bid irrespective of purchase value.~~

(b) ~~Only 'Class I local supplier' and 'Class II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class I local suppliers' and 'Class II local suppliers'.~~

(c) ~~Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts~~

(d) ~~HP HT Operations in upstream oil and gas business activities shall be exempted from this order.~~

6.0 ~~**PURCHASE PREFERENCE METHODOLOGY UNDER PPP MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012. REFER EXAMPLES GIVEN BELOW):**~~

(a) ~~Purchase preference shall be given to 'Class I local supplier' in procurements in the manner specified here under.~~

(b) ~~In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non local supplier', as per following procedure:~~

i. ~~Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.~~

~~If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall~~

be awarded to L1. Thereafter, the lowest bidder among the 'Class I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

~~(c) — In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non local supplier', as per following procedure:~~

~~i. — Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract will be awarded to L1.~~

~~ii. — If L1 is not 'Class I local supplier', the lowest bidder among the 'Class I local supplier', will be invited to match the L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class I local supplier' subject to matching the L1 price.~~

~~iii. — In case such lowest eligible 'Class I local supplier' fails to match the L1 price, the 'Class I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.~~

~~iii. "Class II local supplier" will not get purchase preference in any procurement.~~

~~d) — **Applicability in tenders where contract is to be awarded to multiple bidders** — In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non local supplier', as per following procedure:~~

~~i) — If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid~~

documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) — First purchase preference has to be given to the lowest quoting 'Class I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 — In case a bidder (Class I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP 2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) — Public Procurement Policy for MSE 2012
(ii) — Public Procurement (Preference to Make in India), Order 2017

8.0 — Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) — Non divisible item

~~L1 bidder is non MSE, Non Local supplier/ Class II local supplier as per PPP-MII~~

~~L2 bidder is Class I Local supplier as per PPP MII (prices within 20%) L3 bidder is MSE bidder (prices within 15%)~~

~~MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).~~

(II) — Divisible item-Case 1

~~L1 bidder is non MSE, Non Local supplier/ Class II local supplier as per PPP-MII~~

~~L2 bidder is Class I Local supplier as per PPP MII (within 20%) L3 bidder is MSE bidder (within 15%)~~

~~MSE bidder shall be given preference to match the L1 price. If bidder matchesthe L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class I Local supplier as per PPP MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.~~

(III) — Divisible item-Case 2

~~L1 bidder is non MSE, Non Local supplier/ Class II as per PPP-MII L2 bidder is Class I Local supplier as per PPP MII (within 20%) L3 bidder is MSE bidder (within 15%)~~

~~L4 bidder is MSE bidder (within 15%)~~

~~MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.~~

~~(IV) — In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class I Local supplier as per PPP-MII.~~

~~(V) — In case L1 bidder is a Local supplier as per PPP MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.~~

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. — The ‘Class I local supplier’/ ‘Class II local supplier’ at the time of tender,

bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form 2) that the item offered meets the minimum local content for 'Class I local supplier'/'Class II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form 2 'Class I local supplier'/'Class II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form 3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

Nodal Ministry may constitute committees with internal and external experts for independent verification of self declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with HNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- d. In case of false declarations, HNGPL shall initiate action for banning such manufacturer/supplier/service provider as per HNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- f. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

- ii. ~~on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);~~
- iii. ~~in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.~~

9.0 RECIPROCITY CLAUSE

- i. ~~When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.~~

~~Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.~~

- ii. ~~The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.~~

FORM-1 (Not Applicable)

FORM-2 (Not Applicable)

FORM-3 (Not Applicable)

51.0 PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. DL-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS] -NOT APPLICABLE

~~As mentioned in Section II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.~~

~~Further, the Startups are also exempted from submission of EMDs.~~

~~For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods /jobs domain wherein they are registered for.~~

~~Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is to be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIT.~~

~~Further, above document(s) should be certified by a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.~~

~~If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.~~

~~If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick-off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.~~

52.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

53.0 TDS

A. Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act :

1. TDS as applicable will be deducted by HNGPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
2. Since HNGPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

B. Provision for higher rate of TDS:

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (i) Twice the rate mentioned in relevant TDS section.
- (ii) Twice the rate or rates in force
- (iii) 5%

54.0 QUANTITY VARIATION

54.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary. **Provisions for the quantity tolerance stipulated in Technical Volume/SCC shall prevail over above provision.**

54.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

55.0 DISPATCH SCHEDULE

55.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / HNGPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in BDS or as per Purchase Order, if a separate person is mentioned therein:

- i) Shipments Schedule
- ii) Dimension details of packages
- iii) Detailed technical write-up along with Catalogue (if applicable)
- iv) Any other document/details, if mentioned in Purchase Order

55.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GAIL Gas, the concerned designated order issuing authority may be contacted in this regard.

55.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

56.0 PACKING INSTRUCTIONS

56.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

56.2 Fragile articles should have special packing materials depending on type of materials.

56.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

56.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

56.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

56.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.

56.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt. Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

56.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

===== X =====

Annexure-I
Instructions for Participation in e-Tendering.
(Not Applicable)

Annexure-II
Bid Data Sheet (BDS)
[ITB to be read in conjunction with BDS]

ITB clause	Description				
A. GENERAL					
1.1	<p>The Purchaser is: Haridwar Natural Gas Pvt. Ltd.</p> <p>The Consignee details for the goods are as under:- (To be provided upon award)</p>				
1.2	<p>The name of the Procurement to be performed is: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.</p> <p>Brief Scope of Supply:</p> <p>The Scope of work includes Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA as per scope and specification mentioned in document.</p> <table border="1" data-bbox="379 862 1310 1041"> <thead> <tr> <th data-bbox="379 862 1198 913">Description</th> <th data-bbox="1198 862 1310 913">Qty.</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 913 1198 1041">Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.</td> <td data-bbox="1198 913 1310 1041">As per SOR</td> </tr> </tbody> </table>	Description	Qty.	Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.	As per SOR
Description	Qty.				
Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.	As per SOR				
3.0	<p>Bid from a Joint Venture/Consortium</p> <table border="1" data-bbox="386 1133 928 1323"> <tbody> <tr> <td data-bbox="386 1133 671 1207">APPLICABLE</td> <td data-bbox="671 1133 928 1207" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="386 1207 671 1323">NOT APPLICABLE</td> <td data-bbox="671 1207 928 1323" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </tbody> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
8.1	<p>For clarification purposes only, the communication address is:</p> <p>Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Sh. Harendra Kumar Gupta (Mo: 8004917722) e-mail : tenders@hngpl.co.in</p> <p>Websites: http://www.hngpl.in/</p>				
C. PREPARATION OF BIDS					

ITB clause	Description				
11.1.1	<p>The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (Refer clause(s) of SCC):</p> <p><u>As mentioned in SCC</u></p>				
12.0	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <p>Bidders are requested to quote rate with due consideration of Unit (of measurement) of tendered item(s) given in SOR.</p>				
12.8	<p>Transit Insurance shall be arranged by :-</p> <table border="1" data-bbox="389 757 1056 922"> <tr> <td data-bbox="389 757 740 831">HNGPL</td> <td data-bbox="740 757 1056 831"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 831 740 922">SUPPLIER</td> <td data-bbox="740 831 1056 922"><input checked="" type="checkbox"/></td> </tr> </table> <p>In case, transit insurance to be arranged by HNGPL, the details of Transit Insurance Policy are as under:- Not Applicable (if urgent required, details provide by HNGPL)</p>	HNGPL	<input type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>
HNGPL	<input type="checkbox"/>				
SUPPLIER	<input checked="" type="checkbox"/>				
12.4	<p>Delivery Basis shall be</p> <table border="1" data-bbox="389 1211 1056 1431"> <tr> <td data-bbox="389 1211 740 1323">-FOT, Site, [location as per MR/SOR]</td> <td data-bbox="740 1211 1056 1323"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1323 740 1431">Ex-Works,.....(Bidder to indication location)</td> <td data-bbox="740 1323 1056 1431"><input type="checkbox"/></td> </tr> </table>	-FOT, Site, [location as per MR/SOR]	<input checked="" type="checkbox"/>	Ex-Works,.....(Bidder to indication location)	<input type="checkbox"/>
-FOT, Site, [location as per MR/SOR]	<input checked="" type="checkbox"/>				
Ex-Works,.....(Bidder to indication location)	<input type="checkbox"/>				
13 & 14	<p>Whether HNGPL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="389 1556 1056 1722"> <tr> <td data-bbox="389 1556 740 1630">YES</td> <td data-bbox="740 1556 1056 1630"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1630 740 1722">NO</td> <td data-bbox="740 1630 1056 1722"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
13.9.1 & 13.9.2	<p>Details of Buyer:</p> <table border="1" data-bbox="367 1821 1385 1939"> <tr> <td data-bbox="367 1821 608 1939">Consignee</td> <td data-bbox="608 1821 1385 1939"> <p>Haridwar Natural Gas Private Limited</p> <p>(Other details shall be provided upon award)</p> </td> </tr> </table>	Consignee	<p>Haridwar Natural Gas Private Limited</p> <p>(Other details shall be provided upon award)</p>		
Consignee	<p>Haridwar Natural Gas Private Limited</p> <p>(Other details shall be provided upon award)</p>				

ITB clause	Description					
	PAN NO.	AADCH8780N				
	GST NO.	05AADCH8780N1Z0 (State : Uttarakhand)				
	HNGPL Bank Details	<ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713 				
15	Bid Validity from the due date of bid submission <table border="1" data-bbox="504 797 1262 875"> <tr> <td data-bbox="504 797 884 875">Bid Validity</td> <td data-bbox="884 797 1262 875">90 days</td> </tr> </table>		Bid Validity	90 days		
Bid Validity	90 days					
16.1	Applicability of EMD/ Bid Security <table border="1" data-bbox="389 1010 930 1189"> <tr> <td data-bbox="389 1010 671 1077">APPLICABLE</td> <td data-bbox="671 1010 930 1077" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1077 671 1189">NOT APPLICABLE</td> <td data-bbox="671 1077 930 1189" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>In case 'Earnest Money Deposit/ Bid Security' is in the form of “Bank Guarantee” or 'Demand Draft (DD)' or 'Banker's Cheque' or “Letter of Credit” or “Online Banking Transaction”. In case of DD or BC, the same should be in favour of Haridwar Natural Gas Pvt. Limited, payable at Haridwar.</p> <ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713 		APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input type="checkbox"/>					
17	Date, Time and Venue of Pre-Bid meeting Date: 16.04.2024 Time: 11:00 hours Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar					

ITB clause	Description
	Uttarakhand-249401 Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request along with F-5 for the same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date & time.
D. SUBMISSION AND OPENING OF BIDS	
21	The Tender No. of this bidding process is: HNGPL/HARIDWAR/MDPE PIPES/24-25/01
21.2	For bid/ Physical documents submission purposes only, the Owner's contact details are as below: Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Amit Prakash (Mo.: +918791986870) Harendra Kumar Gupta (Mo.: +918004917722) e-mail : tenders@hngpl.co.in
23.1	Due Date and Time of Bid Submission : 27.04.2024 (1400 hrs)
26.0	The bid opening shall take place at: Date: 27.04.2024 Time: 1500 hours Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
31.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.

ITB clause	Description											
32.0	Compensation for Extended Stay: <table border="1" data-bbox="389 421 1034 568"> <tr> <td data-bbox="389 421 715 495">APPLICABLE</td> <td data-bbox="715 421 1034 495"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 495 715 568">NOT APPLICABLE</td> <td data-bbox="715 495 1034 568"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>							
APPLICABLE	<input type="checkbox"/>											
NOT APPLICABLE	<input checked="" type="checkbox"/>											
33.2	Whether Domestically Manufactured Electronic Products (DMEP) is applicable or not: <table border="1" data-bbox="384 685 695 792"> <tr> <td data-bbox="384 685 533 739">YES</td> <td data-bbox="533 685 695 739"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="384 739 533 792">NO</td> <td data-bbox="533 739 695 792"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>							
YES	<input type="checkbox"/>											
NO	<input checked="" type="checkbox"/>											
F. AWARD OF CONTRACT												
37.0	Contract Performance Guarantee / Security Deposit <table border="1" data-bbox="389 987 932 1167"> <tr> <td data-bbox="389 987 671 1055">APPLICABLE</td> <td data-bbox="671 987 932 1055"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1055 671 1167">NOT APPLICABLE</td> <td data-bbox="671 1055 932 1167"><input type="checkbox"/></td> </tr> </table> <table border="1" data-bbox="368 1193 1118 1305"> <tr> <td data-bbox="368 1193 632 1305" rowspan="2">Applicability</td> <td data-bbox="632 1193 876 1247">37.1 (i)</td> <td data-bbox="876 1193 1058 1247"><input checked="" type="checkbox"/></td> <td data-bbox="1058 1193 1118 1247"></td> </tr> <tr> <td data-bbox="632 1247 876 1305">37.1 (ii)</td> <td data-bbox="876 1247 1058 1305"><input checked="" type="checkbox"/></td> <td data-bbox="1058 1247 1118 1305"></td> </tr> </table> <p data-bbox="368 1350 1326 1424">SD/CPBG @ 10% of Total Annualized Order/ Contract Value within 30 days of FOA/ notification of award.</p> <p data-bbox="810 1435 858 1464" style="text-align: center;">OR</p> <p data-bbox="368 1491 1337 1671">Initial security deposit (ISD) @ 5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>	Applicability	37.1 (i)	<input checked="" type="checkbox"/>		37.1 (ii)	<input checked="" type="checkbox"/>	
APPLICABLE	<input checked="" type="checkbox"/>											
NOT APPLICABLE	<input type="checkbox"/>											
Applicability	37.1 (i)	<input checked="" type="checkbox"/>										
	37.1 (ii)	<input checked="" type="checkbox"/>										
39.0	Whether tendered item is non-split able or non-divisible: <table border="1" data-bbox="389 1783 924 1917"> <tr> <td data-bbox="389 1783 671 1850">YES</td> <td data-bbox="671 1783 924 1850"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1850 671 1917">NO</td> <td data-bbox="671 1850 924 1917"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>							
YES	<input checked="" type="checkbox"/>											
NO	<input type="checkbox"/>											

ITB clause	Description				
40.0	Provision of AHR Item : <table border="1" data-bbox="389 421 1034 566"> <tr> <td data-bbox="389 421 716 495">APPLICABLE</td> <td data-bbox="716 421 1034 495"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 495 716 566">NOT APPLICABLE</td> <td data-bbox="716 495 1034 566"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1" data-bbox="389 674 1034 819"> <tr> <td data-bbox="389 674 716 748">APPLICABLE</td> <td data-bbox="716 674 1034 748"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 748 716 819">NOT APPLICABLE</td> <td data-bbox="716 748 1034 819"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

Annexure-III

Procedure for Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices

Introduction:

In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- A.2 “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.5 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of HNGPL
- A.8 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies, “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of GAIL/HNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the HNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract Performance Guarantee submitted by agency against such order s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B. 2.2 below from the date of issue of banning order.

B.2.1 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this city.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by HNGPL	7 years

4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period

of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from HNGPL.
- D.2.6 The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business

- D.3.1 Effect of suspension on other on-going/future tenders will be as under:
- D.3.2 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.3 If an agency is put on the Suspension List during tendering:
- D.3.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.7 The existing contract (s)/ order (s) under execution shall continue.
- D.3.8 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E] Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F. Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

Annexure-IV

Procedure for Evaluation of Performance of Vendor/ Suppliers

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with HNGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of HNGPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any

- Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor Performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

FOR OPERATION & MAINTENANCE

- vi) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- vii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- viii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- ix) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- x) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on

Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **Six Months**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Six Months**

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

2. REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

3. EFFECT OF HOLIDAY

If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be

without prejudice to other terms and conditions of the contract.

4. Effect on other ongoing tendering:

after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5. Procedure for Suspension of Bidder

Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

Suspension Procedure:

The suspension period shall be limited to maximum six months.

The suspension order shall also be hosted on HNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

Period of suspension shall be accounted for in the final order passed for putting the party for holiday

The decision regarding suspension of business dealings should also be communicated to the agency.

Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from HNGPL.

The competent authority to approve the suspension will be same as that for according approval for holiday.

The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

Effect of Suspension of business.

Effect of suspension on other on-going/future tenders will be as under:

No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.

If an agency is put on the Suspension List during tendering:

after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.

The existing contract (s)/ order (s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

6.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

7.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to HNGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors.

9. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 10.0** In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Haridwar Natural Gas Pvt. Ltd.

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ : Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub- vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name: Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

QUALITY PERFORMANCE

40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on 10 marks pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25
		marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Haridwar Natural Gas Pvt. Ltd. PERFORMANCE RATING DATA SHEET

(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/
Contractor/ Consultant :
- vi) Contracted delivery/
Completion Schedule :
- vii) Actual delivery/ : Completion
date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub- vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorized Signatory:

Name: Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on 10 marks Pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-V

Forms & Format

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-14A	CHECK LIST FOR QUOTED ITEMS
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND
F-22	FREQUENTLY ASKED QUESTIONS
F-23	DECLARATION FOR BID SECURITY
F-24	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE
F-25	PROFORMA FOR POWER OF ATTORNEY

F-1**BIDDER'S GENERAL INFORMATION**

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No. - HNGPL/HARIDWAR/MDPE PIPES/24-25/01

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/ Power of Attorney holder(s) of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
7	Mobile Number	
8	E-mail address	
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}

12	Bid Currency	INR
13	Banker's Name	
14	Branch	
15	Bank account number	
16	IFSC code	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Certificate]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	a) Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in Clause 39 of ITB)
	b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	
21	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	Offer No. and date	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section 1.1 (A) of ITB.
6. Bid Security/EMD * [**Submission of Original is not applicable for online banking transaction**]
7. Integrity Pact*
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender no:.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, _____ the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by HNGPL Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by HNGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

_____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender no:- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable:..... (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Haridwar Natural Gas Pvt. Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Haridwar Natural Gas Pvt. Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of

Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
..... (Applicant)

FOR

Authorized Signature

(Original Bank)

Counter Signature

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings'
/'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.
Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to HNGPL.

"NO DEVIATION" CONFIRMATION

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar – 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas.

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

In case it comes to the notice of HNGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to HNGPL by us.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for **“Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA”**, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Performance Guarantee No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Haridwar Natural Gas Pvt. Ltd. having registered office at Haridwar Natural Gas Pvt. Ltd., COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand – 249404 (herein after called the "HNGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Haridwar Natural Gas Pvt. Ltd., in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1 We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Haridwar Natural Gas Pvt. Ltd. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to HNGPL in such manner as HNGPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

- 2 You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
- 3 Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
- 4 The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 5 This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by HNGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by HNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.
- 6 Bank also agrees that HNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that HNGPL may

have in relation to the supplier's/contractor's liabilities.

- 7 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by HNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Haridwar.
- 8 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9 We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK GUARANTEE"

- 1 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non- judicial stamp paper and place of Bid to be considered as Haridwar.
- 2 The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 3 A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
- 5 If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
- 6 Bidder can submit CPBG on line through issuing bank to Haridwar Natural Gas Pvt. Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Haridwar Natural Gas Pvt. Ltd..

F-10
AGREED TERMS & CONDITIONS

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar – 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
3	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:%
3.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: HNGPL..... % Bidder %
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5	Confirm that Contract Performance Security will be Furnished as per Bid Document.	
6	Confirm that Contract Performance Security 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 guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno- commercial Bids.	
11	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
12	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13	Confirm that Annual Reports (duly certified/ attested by notary public with legible stamp) for the last three financial years [wherever financial criteria of BEC is applicable] are furnished along with the Un-priced Bid. (F-16)	
14	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ HNGPL or his relative is a partner.	
16	All correspondence must be in ENGLISH language only.	
17	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform HNGPL about the changes that may occur in the stated declaration during the course of finalization of the tender.	
20	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person	CONFIRMED
21	Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises 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.	
22	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to HNGPL, but also for criminal proceedings under the relevant laws.	CONFIRMED

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23	Confirm that scanned copy of the EMD / Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier	CONFIRMED
24	Confirm that no Price disclosing files have been attached with unpriced/ technical bid. *In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
25	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non- participation against the enquiry /tender through e-mail/fax to concerned executive in HNGPL issued the tender, by filling up the Format)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar – 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:
Telephone Number :.....
Fax Number :.....
Contact Person :.....
E-mail Address :.....
Mobile No. :.....
Date :.....
Seal/Stamp :.....

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

Agency's Name :.....
Signature :.....
Name :.....
Designation :.....
Date :.....
Seal/Stamp :.....

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir

We hereby confirm that “The contents of this Tender Document No. **HNGPL/HARIDWAR/MDPE PIPES/24-25/01** have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s..... (Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar – 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for Cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Physically Signing on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		

viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, Physically signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14A

CHECK LIST FOR QUOTED ITEMS

ITEM CITY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.	

Sign & Stamp of the Bidder

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

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____ Tender No: _

To

Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar – 249401

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 HNGPL RFQ/Tender no. dated for(Name of the supply) 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. _____/ USD _____.

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

Yours Truly,

For _____

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s.....(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets - Current liabilities)	

***Refer Instructions**

Note:

1. It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
2. We confirm that above figures are after referring instructions at page 2 of 2 of F-16.
3. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.

Name of Audit Firm: _____ [Signature of Authorized Signatory]

Chartered Accountant/CPA _____ Name:

Date: _____ Designation:

Seal:

Membership No.:

UDIN:

(Page 1 of 2)

Instructions:

1. ~~The Separate Pro forma shall be used for each member in case of JV/ Consortium.~~
2. ~~The financial year would be the same as one normally followed by the bidder for its Annual Report.~~
3. ~~The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.~~
4. ~~For the purpose of this Tenderdocument:~~
 - (i) ~~**Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements~~
 - (ii) ~~**Working Capital** shall be “Current Assets less Current liabilities” and~~
 - (iii) ~~**Net Worth** shall be Paid up Aggregate value of the paid up share capital and all reserves created out of the profits and securities premium amount, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.~~

~~In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.~~

5. ~~Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.~~
6. ~~This certificate is to be submitted on the letter head of Chartered Accountant/CPA.~~

(Page 2 of 2)

E-17

NOT APPLICABLE

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	HNGPL's REPLY
	Sec. No.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-19
E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bankbranch
 - i) NEFT IFSC code of the bankbranch
 - j) 9 digit MICR code

I/We hereby authorize Haridwar Natural Gas Pvt. Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Haridwar Natural Gas Pvt. Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

F-20 INTEGRITY PACT

(IP signed by HNGPL's executive shall be made part of tender document)

INTRODUCTION:

HNGPL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (HNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with HNGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with HNGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass HNGPL’s confidential information to any third party unless specifically authorized by HNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any HNGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against HNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the HNGPL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. Further, HNGPL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against HNGPL or its associates, HNGPL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by HNGPL, in terms of Integrity Pact(IP) which forms part of HNGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in HNGPL or directly with Vigilance office, Haridwar Natural Gas Pvt. Ltd., registered office at Haridwar Natural Gas Pvt. Ltd., COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404

INTEGRITY PACT

(To be executed on plain paper)

Between Haridwar Natural Gas Pvt. Ltd., a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for **Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any HNGPL's future contract/ tender processes **for a period specified in HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per HNGPL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by HNGPL as per HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the HNGPL.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract,

and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Haridwar. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

(Name & Designation)

For the Principal

Place -----

Date -----

(Name & Designation)

For the Bidder/Contractor

Witness 1: -----

Witness 2: -----

INDEMNITY BOND

WHEREAS HNGPL. (hereinafter referred to as “**HNGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Haridwar Natural Gas Pvt. Ltd., COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *.....

and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

HNGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of HNGPL indemnifying HNGPL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of HNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against HNGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to HNGPL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by HNGPL for itself and for and on behalf of its employees, Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with HNGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of HNGPL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and/or its employees and Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of HNGPL are settled by the Contractor and/or HNGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor] Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL · NO ·	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no D of Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than one offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs as available on HNGPL Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

DECLARATION FOR BID SECURITY

(To be submitted on letter head of bidder)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya Hospital,
Ranipur Mode, Haridwar-249401 (U.K.) India

SUB: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

TENDER NO: HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (Name of Bidder) have submitted our offer/ bid no.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of HNGPL in this regard), if we are in breach of our obligation(s) as per following:

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the HNGPL during the period of bid validity:
 - i. fail or refuse to execute the Contract, if required, or
 - ii. fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place
Date

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Bidder Name:
Seal:

F-24

**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE
SECURITY/SD WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya
Hospital, Ranipur Mode, Haridwar-249401 (U.K.)

Sub: Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender No.- HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document. We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place

[Signature of Authorized Signatory of Bidder]

Date

Name:

Designation:

Bidder Name:

Seal:

F-25
POWER OF ATTORNEY
[Format for reference]

(To be submitted on Non - Judicial stamp paper on Rs. 100/- or higher as per stamp duty act of respective state duly notarized.)

Ref: (Tender No. – HNGPL/HARIDWAR/MDPE PIPES/24-25/01) for Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

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 withdraw it in writing (by Fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

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

PART-II – CONDITIONS OF CONTRACT

Section 2:
General Conditions of Contract-Goods
(To be read in conjunction with other sections of the bid documents)

General Conditions of Contract

Index

Article	Title
1	Definitions
2	Seller to inform
3	Application
4	Country of origin
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1. Definitions

In this document, General Conditions of Contract (GCC Goods), the following terms shall have the following respective meanings:

- 1.1 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 CONSULTANT [if engaged] shall mean M/s _____ having its registered office at _____. The term consultant includes successors, assigns of M/s _____.
- 1.3 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.4 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations
- 1.5 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.6 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.7 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.8 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.9 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.10 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test
- 1.11 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract
- 1.12 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.13 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service
- 1.14 PURCHASER shall mean HNGPL. The term PURCHASER includes successors, assigns of HNGPL.
- 1.15 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

- 1.16 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- 1.17 Quantities – Bills of quantities
- 1.18 Bills of quantities
- 1.19 Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.20 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.21 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.22 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.23 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.24 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.25 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.26 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.27 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. Seller To Inform

- 1.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3. Application

- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. Country of Origin

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

5. Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER’s responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6. Standards

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7. Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8. Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9. Modification In Contract

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

9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10. Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11. Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12. Performance Guarantee

12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13. Inspection, Testing & Expediting

- 13.1** The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2** The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3** Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4** The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5** The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6** SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7** In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8** SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9** SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10** ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out. If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.11** Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.12 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.

13.13 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.14 Inspection & Rejection of Materials by consignees When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & Progress Reporting Time Schedule Network/Bar Chart

14.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning

14.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

The time schedule network/bar chart shall be updated at least every second month.

Progress Trend Chart/Monthly Report

14.4 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.4 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.5 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

14.6 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.7 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.8 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the

CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15. Delivery & Documents

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a. In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b. In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c. In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16. Transit Risk Insurance

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements:

Indigenous Bidders : Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by Bidders.
Foreign Bidders : Marine insurance as well a transit insurance in Purchaser's country shall be arranged and borne by Bidder.

16.3 The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

PURCHASER's Insurance Agent:

[The name and address-as mentioned under SCC]

17. Transportation

Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price. Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18. Incidental Services.

18.1 The Seller may be required to provide any or all of the following services: Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.2 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

18.3 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.4 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.5 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.6 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19. Spare Parts, Maintenance Tools, Lubricants.

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.2 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and In the event of termination of production of the spare parts:
- a. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - b. Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.3 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- a. The construction, execution and commissioning.
 - b. 2 years operation and maintenance.
- 19.4 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- a. Type and sizes of bearings shall be clearly indicated
 - b. Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.5 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.6 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

Lubricants

- 19.7 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 19.8 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.9 Seller shall indicate various equivalent lubricants available in India

20 Guarantee

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and

shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

20.2 PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair. In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.3 PERFORMANCE GUARANTEE OF EQUIPMENT

20.3.A SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.3.B If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.3.C If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21 **Terms of Payment.**

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services

performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

21.5 General Notes:

All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.

For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.

Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

No interest charges for delay in payments, if any, shall be payable by PURCHASER.

In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.

Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment

The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract

24 **Time as Essence of Contract.**

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 **Delays In The Seller's Performance**

- a. If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- b. hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- c. cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; o
- d. hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide above. Any inexcusable delay by the SELLER or his sub- contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition price reduction for delay in delivery and termination of the contract for default.

26 **Price Reduction Schedule For Delayed Delivery**

Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications

Deductions shall apply as per following formula:

- a. In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price
- b. In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.
- c. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement.

Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

Termination for Default

The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated

In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by HNGPL Against any type of tender nor their offer will be considered by HNGPL against any ongoing tender (s) where contract between HNGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by HNGPL to such VENDOR.

Termination for Insolvency

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

Termination for Convenience

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

The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt: to have any portion completed and delivered at the CONTRACT terms and prices, and /or

to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

Shall mean and be limited to the following:

War/hostilities

Riot or Civil commotion

Earthquake, flood, tempest, lightening or other natural physical disaster.

Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of Uttarakhand.

Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (HNGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Uthrakhand

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Uttarakhand (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31 Governing Language

The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied

by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 **Notices**

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

33 **Taxes & Duties**

A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.

A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER

Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34 **Books & Records**

SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 **Permits & Certificates**

SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 **General**

In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

Recovery of sums due

All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount. Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37 Import License

No import license is required for the imports covered under this document.

38 FALL CLAUSE

The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations²⁶ including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to

Exports by the Contractor/Supplier or Sale of goods as original equipment at prices lower than the prices charged for normal replacement sale of goods such as drugs which have expiry dates.

The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the HNGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the HNGPL under the order.” Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising

Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40 Repeat Order

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. HNGPL/

Dated -----

Contract Agreement for the work of ----- of HNGPL Ltd. made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and HARIDWAR NATURAL GAS PVT. LTD. hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the

CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on behalf of EMPLOYER.

Signed and Delivered for and on behalf of the CONTRACTORS.

HNGPL

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS HARIDWAR NATURAL GAS PRIVATE LIMITED (hereinafter referred to as HNGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Haridwar Natural Gas Pvt. Ltd., COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand – 249404 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) HNGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by HNGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by HNGPL to the CONTRACTOR, HNGPL has required the CONTRACTOR to furnish to HNGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to HNGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to HNGPL forthwith on demand in writing without protest or demur the value as specified by HNGPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with HNGPL costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____). AND THE CONTRACTOR hereby agrees with HNGPL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of HNGPL arising hereunder upto and until the midnight

of _____ . However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to HNGPL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of HNGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of HNGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by HNGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by HNGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to HNGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the Contractor

ANNEXURE TO CLAUSE NO. - Arbitration

Clause of Arbitration of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

- 1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules
- 2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

SECTION: 3

Special Conditions of Contract (SCC) and Scope of Supply

SPECIAL CONDITION OF CONTRACT (SCC) AND SCOPE OF SUPPLY

1.0 SCOPE OF WORK / SUPPLY

The supplier shall have the single point responsibility of Manufacturing and Supply of the MDPE pipe to HNGPL at Haridwar site.

The scope of the supplier shall include Design, Engineering, Manufacturing, TPI / Inspection, Testing, Marking, Packaging, Handling and despatch of polyethylene pipes, of grade & thickness as indicated in below Table-I & Schedule of Rates, meeting all the requirements as laid down in IS:14885

All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

Purchaser reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

TABLE-1 :-

Sl. No.	Size (OD) mm	Grade of Material	Standard Dimensions Ratio(SDR)	Total Quantity required (in Meters)	Destination/ Store(M/s HNGPL designated yard
1	Ø 63	PE-100	11	10000	HNGPL Warehouse at Branch no. 89, Survey No.- 160 M, Village – Missarpur, Haridwar to Laksar Road, Haridwar, Uttarakhand – 249408
2	Ø 90	PE-100	11	5000	

The supplier shall submit following documents for approval from purchaser/consultant after placement of order

- i. Filled in Quality Assurance Plan (QAP)) for Purchaser's/ Consultant's approval.
- ii. Certified test results of PE compound
- iii. Performance requirements
- iv. Type Test certificate
- v. Inspection & test reports for all mandatory tests as per the applicable code as well as test reports for any supplementary tests

1.1 APPROVED MANUFACTURER FOR RAW MATERIAL (PE-100)

Raw Material for PE 100 compound (Orange) shall be purchased from the following, as recommended by PE100+ Association:

Product	Manufacturer
Borsafe™ HE 3492-LS-H (orange)	Borealis
Borsafe™ HE 3492-LS-H (orange)	Borouge
ELTEX® TUB 125 N2025 (orange)	INEOS O&P
ELTEX® TUB 125 N6000 (orange)	INEOS O&P
Hostalen CRP 100 orange	Lyondell Basell

1.2 LENGTH OF THE PIPES :-

Length of the Pipes and their supply shall be as per following :-

63mm OD – In each Coils of 100 mtrs. Length

90mm OD – In each Coils of 100 mtrs. length

1.3 PROTECTION:-

The end shall be protected by proper end caps to prevent from shocks and ingress of the foreignbody. Coils shall be covered by black PVC/PE film to prevent exposure to direct sunlight.

1.4 MARKING:-

All pipes shall be permanently and legibly marked in continues length in addition to the requirement of the applicable code.

Marking details shall be formed in such a way that marking does not initiate cracks or other type of failure and in such a way that with normal storage weathering and processing and permissible method of installation use, legibility shall be maintained for the pipe

Marking on the pipe shall be as given below: -

HARIDWAR NATURAL GAS PVT LTD.

Manufacturer's Name:

PE 100 DN-X-(W.T) MM-SDR-GAS

IS: 14885:2001 ISI CM/L-Batch or Coil No.-sequential meter marking”

Legend:

DN – Nominal Diameter

W.T – Wall Thickness

SDR – Standard Dimensions Ratio

1.5 COLOR

The pipe shall be of ORANGE colour, when the pipe shall be manufactured from PE-100 grade of raw material.

1.6 TOLERANCE

Tolerances for Random Length of Pipes

- Tolerances for each rolled pipes - 0/+0.5m
- Tolerances for each straight pipes - 0/+0.05m

Tolerances on Nominal wall thickness at any points of pipe shall be in accordance with IS-14885: 2001 or equivalent codes / standards.

1.7 FINISH

The internal and external surfaces of the pipes shall generally be smooth, clean and free from cavities and other surface defects, which may affect pipe performance. The pipe ends shall be cut cleanly and square to the axis of the pipe and shall be within the tolerances of ends.

1.8 WALL THICKNESS

Wall Thickness shall be in accordance with IS-14885: 2001

1.9 OVALITY

Ovality shall be in accordance with IS-14885: 2001

1.10 DESIGN CODES/STANDARDS REFERENCES

The following National & international codes/ standards/ references (Latest edition) shall be applicable for PE-100 material as well as Polyethylene pipe.

ISO-14885	Polyethylene pipes for supply of Gaseous Fuels
ISO-4437	Buried Polyethylene pipe for supply of Gaseous fuels – metric Series-Specification
IS-2530	Methods of test for PE moulding materials and PE compound

ISO-11830	Plastic: Methods for determining the density of non-cellular plastic
ISO-1872- 28	Plastic: polyethylene (PE) moulding and extrusion material.
ISO- 527	Plastics: Determination of tensile properties.
ISO-1133	Plastics - determination of the melt-mass flow rate (MFR) and melt volume flow rate (MVR) of thermoplastic.
EN 1555-7	Gaseous fuels supply polyethylene (PE)

1.11 LIST OF RECOMMENDED TPIA

Vendor has to appoint TPI Agency (Third Party Inspection Agency) for inspection at manufacturer's works as per approved QAP. Third Party Inspectors shall be deployed by the bidder at their own cost. The Vendor shall propose minimum four (4) nos. of TPIA's from the below listed TPIA's along with QAP submission. HNGPL shall approve any one TPIA out of the four (4) nos. proposed TPIA's. The Successful Vendor shall appoint the approved TPIA for inspection purpose and mention name of the approved TPIA in QAP.

- 1) Tata Projects Ltd.
- 2) Germanischer Lloyd
- 3) ABS Industrial Verification India Pvt Ltd.
- 4) Certification Engineers International Ltd.
- 5) International Certification Services
- 6) SGS India Pvt. Ltd
- 7) Intertek India Pvt Ltd
- 8) TUV SUD South Asia Pvt Ltd
- 9) TUV Rheinland (India) Pvt. Ltd.
- 10) Meenar Global Consultants
- 11) TUV India Pvt Ltd (TUV Nord Group)
- 12) DET NORSKE VERITAS (DNV)
- 13) LLOYD Register
- 14) Bureau Veritas (Ind.) Pvt. Ltd
- 15) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 16) Competent Inspectorate and Consultants LLP
- 17) American Bureau Services (ABS)
- 18) Lloyd Register of Industrial Services

1.12 TEST AND INSPECTION

The inspection shall be carried out as per the QAP enclosed in the tender.
All the tests either on the field or at outside laboratories concerning the execution of the work and

supply of materials by the Bidder shall be carried out by Bidder at his own cost.

The work is subject to inspection at all times by the HNGPL. The Bidder shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.

Any supply not conforming to the specifications or codes shall be rejected forthwith and the Bidder shall carry out the rectifications/replacement at his own cost

All results of inspection and tests will be recorded in the inspection reports for approval of HNGPL. These reports shall form part of the completion documents.

All inspections and tests shall be made as required by the specifications forming part of this contract. Bidder shall advise HNGPL in writing at least 7 days in advance of the date of final inspection/tests (FAT). Signed copy of FAT report after carrying out internal inspection shall be submitted by the bidder along with the FAT call. Manufacturer's inspection or testing certificates for equipment and materials supplied may be considered for acceptance at the discretion of HNGPL. All costs towards testing etc. shall be borne by the bidder within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Bidder and duly approved by HNGPL

Inspection and acceptance of the supplies shall not relieve the Bidder from any of his responsibilities under this Contract

1.13 SUPPLY, PACKAGING, HANDLING AND TRANSPORTATION OF PE-100 PIPES

Packaging shall be done in Hessian cloth (Jute) with polyethylene sheet wrapped around the pipe to avoid direct sunlight and facilitate out-door storage. Packing size to be mentioned to ensure uniformity in delivery conditions of the pipe being procured. Bidder shall submit the packaging details during offer and also complied with at the time of delivery. Manufacturer shall make an arrangement for unloading of pipes at Owner's premises at his own cost

PE pipe is relatively light and flexible however, it is susceptible to damage from sharp objects and stones. It should not be dragged, dropped or subjected to rough handling during loading or unloading, transport, storage or actual installation.

When being transported, care should be taken to ensure pipes are not restrained in such a manner as to cause damage to them. Sharp sections bearing against the pipes should be avoided so as to minimize the chance of indentation or scoring of the pipe wall.

Pipes with end treatment should be stacked or supported in such a way that the ends are free from loading. Pipe ends, particularly ends cut for jointing, should be given special attention at all times to ensure they are free from damage.

1.14

QUALITY ASSURANCE PLAN (QAP); As below

Vendor to submit their own QAP along with offer based on indicative QAP enclosed in this tender. However, the same QAP shall be submitted for approval to the Owner I Owner's representative.

Sl. No	Component/ Operation	Type / Method of Check	Extent of check	Equipment used	Ref. Standard	Acceptance norms	Format of Record	Agency			Remarks
								M	T	PMC/ Client	
A	RAW MATERIAL										
1	Density	Review of TC	For each lot/ batch of Raw material used	Electronic balance	IS:7326:1992 raw material mfr. Test Certificate	As per clause 8.3 of IS 14885:2001	RMTC	V/P	W	R	Review of Rawmaterial Test Certificate will be provided
2	Melt Flow Rate	Review of TC		MFR Tester	IS:2530:1963 & raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001	RMTC	V/P	W	R	
3	Thermal stability (OIT)	Review of TC		OIT Tester	IS 14885:2001	As per clause 8.5 of IS 14885:2001	RMTC	V/P	W	R	
4	Pigment Dispersion	Review of TC		Dispersion Tester	IS 14885:2001	As per clause 5.4 of IS 14885:2001	RMTC	V/P	W	R	
5	Volatile matter content	Review of TC		Electronic Balance & Oven	IS 14885:2001	As per clause 8.6 of IS 14885:2001	RMTC	V/P	W	R	
6	Resistance to Gas Constituents	Review of TC		—	IS 14885:2001	As per clause 5.5 of IS 14885:2001	RMTC	R	R	R	

7	Anti oxidant	Review of TC		–	IS 14885:2001	As per clause 5.2 of IS 14885:2001	RMTC	R	R	R	
8	U.V. Stabilizer	Review of TC		–	IS 14885:2001	As per clause 5.3 of IS 14885:2001	RMTC	R	R	R	
9	Classification of PE compound	Review of TC		–	IS 14885:2001	As per clause 4.2 of IS 14885:2001	RMTC	R	R	R	
10	Calibration	Review of Certificates	–	–	Certificates	Certificates	–	V/R	R	R	
B	IN PROCESS INSPECTION										
1	Appearance										
a	Color	Visual	Randomly as per Table 10 of IS 14885	Visual	The colour of the pipe shall be Orange	As per clause 4.4 of IS 14885:2001	Test Report	P	W	W/R	
b	Finish of the Pipe	Visual		Visual	IS 14885:2001	As per clause 7 of IS 14885:2001	Test Report	P	W	W/R	
2	Dimension of Pipe										
a	Outside Diameter	Measurement		PI Tape/ Vernier Caliper	IS 14885:2001	As per IS 14885:2001	Test Report	P	W	W/R	
b	Wall Thickness	Measurement		Ball Ended Micrometer	IS 14885:2001	As per IS 14885:2001 as per Table 4 & 5	Test Report	P	W	W/R	
c	Ovality	Measurement		Vernier Caliper	IS 14885:2001	As per IS 14885:2001	Test Report	P	W	W/R	

3	Marking	Visual		Visual	IS 14885:2001	Indelible marking by Ink Jet Printing as per clause 10 of IS 14885:2001 as given	Test Report	P	R	R	
4	Length	Measurement		As per PO	IS 14885:2001	As agreed by the purchaser	Test Report	P	R	R	
C	FINAL INSPECTION										
1	Color	Visual	As per Table 10 of IS 14885	Visual	The colour of the pipe shall be Orange	As per clause 4.4 of IS 14885:2001	Test Report	P	W	W/R	
2	Finish of the Pipe	Visual		Visual	IS 14885:2001	As per clause 7 of IS 14885:2001	Test Report	P	W	W/R	
3	Dimension of Pipe										
a	Outside Diameter	Measurement		PI Tape/ Vernier Caliper	IS 14885:2001	As per IS 14885:2001	Test Report	P	W	W/R	
b	Wall Thickness	Measurement		Ball Ended Micrometer	IS 14885:2001	As per IS 14885:2001 as per Table 4 & 5	Test Report	P	W	W/R	
c	Ovality	Measurement		Vernier Caliper	IS 14885:2001	As per IS 14885:2001	Test Report	P	W	W/R	

4	Marking	Visual		Visual	IS 14885:2001	Indelible marking by Ink Jet Printing as per clause 10 of IS 14885:2001 as given	Test Report	P	R	W/R	
5	Length	Measurement		As per PO	IS 14885:2001	As agreed by the purchaser	Test Report	P	R	W/R	
6	Hydraulic Pressure resistance for 165 Hrs 80°C (Plain Pipe)	Visual	As per Table 11 of IS 14885	Hydro-static Pressure Tester	IS 14885:2001	As per clause No. 8.1. No failure or leakage for 165Hrs at 5.5 MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	W	W/R	
7	Hydraulic Pressure resistance for 165 Hrs 80°C (63mm dia and above) (Notched Pipe)	Visual		Hydro-static Pressure Tester	IS 14885:2001	As per clause No. 8.1. No failure or leakage for 165Hrs at 4.6 MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	W	W/R	

8	Squeeze – Off Test (Type Test)	Visual	As per Table 11 of IS 14885	Hydro-static Pressure Tester	IS 14885:2001	As per clause No. 8.9. No failure or leakage for 165 Hrs at 5.5 MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	W	R	Review internal test report
9	Hydraulic Pressure resistance for 1000 Hrs 80°C (Plain Pipe) (TypeTest)	Visual		Hydro-static Pressure Tester	IS 14885:2001	As per clause No. 8.1. No failure or leakage for 1000 Hrs at 5.0 MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	R	R	Review with RM supplier's TC
10	Hydraulic Pressure resistance for 100 Hrs 20°C (Plain Pipe) (Type Test)	Visual		Hydro-static Pressure Tester	IS 14885:2001	As per clause No. 8.1. No failure or leakage for 100 Hrs at 12.5 MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	R	R	Review with RM supplier's TC

11	Reversion	Measurement		Vernier Caliper & Oven	IS 14885:2001	As per clause No. 8.2 IS 14885:2001 reversion shall not be greater than 3%	Test Report	P	W	W/R	
12	Density	Measurement	As per Table 11 of IS 14885	Electronic balance	IS:7328:1992 raw material mfr. Test	As per clause 8.3 of IS 14885:2001	Test Report	P	W	W/R	
13	Melt flow Rate	Measurement		MFR Tester	IS:2530:1953 & raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001, Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
14	Pigment Dispersion	Visual		Dispersion Tester	IS 14885:2001	As per clause 5.4 of IS 14885:2001	Test Report	P	W	W/R	
15	Thermal stability(OIT)	Measurement		OIT Tester	IS 14885:2001	As per clause 8.5 of IS 14885:2001	Test Report	P	W	W/R	
16	Tensile yield strength	Measurement		Tensile & Elongation Tester	IS 14885:2001	As per clause 8.7 of IS 14885:2001	Test Report	P	W	W/R	

17	Elongation at break	Measurement		Tensile & Elongation Tester	IS 14885:2001	As per clause 8.7 of IS 14885:2001	Test Report	P	W	W/R	
18	Volatile Matter Content	Measurement		Electronic Balance & Oven	IS 14885:2001	As per clause 8.6 of IS 14885:2001	Test Report	P	W	W/R	
19	Resistance to Weathering	Review	–	–		As per supplier's TC	RMTC	R	R	R	
20	Calibration	Review of Certificates	–	–	Certificates	Certificates	–	V/R	R	R	
21	Supply, Packing Handling and Transportation of PE Pipe	Visual	–	–	IS 14885:2001	As per clause 11 of IS 14885:2001	Test Report	P	W	W/R	

Legend:

M – Manufacturer of PE Pipes ,
T – Third Party Inspection Agency ,
HNGPL – Project Management Consultant ,
R – Document Review P – Perform,
W - Witness
V – Verification of documents ,
RMTC – Raw Material Test Certificate

NOTES:

1. In case of volatile matter ≥ 250 mg/kg and ≤ 350 mg/kg, Water Content Test as per EN: 12118 / ISO: 760 shall be performed and witnessed by TPI and reviewed by HNGPL .
2. All Type tests shall be reviewed with raw material suppliers' test certificate

3. All external labs, if used for testing, shall be NABL accredited.
4. TPIA/HNGPL shall check the material while opening and the raw material shall be loaded in the hopper in their presence. Additionally, HNGPL reserves the right to inspect randomly or review the record prior to giving clearance for dispatch.

1.15 DOCUMENTS & DATA REQUIREMENTS

The table hereunder specifies the quantities and the nature of the documents to be submitted by the MANUFACTURER

The documents required at the inquiry stage and to be included in the bid are listed under column A.

The documents required after award of the AGREEMENT and subject to the written approval of the PMC / Client are listed under column B.

The final and certified documents are listed under column C.

Any document, even when preliminary, shall be binding and therefore duly identified and signed by the MANUFACTURER

The documents are fully part of the supply which shall be complete only if and when the documents complying fully with the material requisition requirements are received by the PMC / client.

Sl. No	Documents and Data	A	B		C	
		Number of copies	Number of copies	Required date	Number of copies	Required date
1.	Details of Raw Material manufacturer used in manufacturing	-	2	2 weeks	2	Along with dispatch/ Shipment
2.	Inspection and Test Procedure (ITP)	-	2	2 weeks	2	Along with dispatch/ Shipment
3.	Manufacturer's Test certificates	-	-	-	2	Along with dispatch/ Shipment
4.	Material certificate	-	-	-	2	Along with dispatch/ Shipment
5.	Final Technical File (containing All Final / Approved Drawings & Documents listed in Hard & Soft Copies)	-	-	-	2	Before Claim of final payment

Duration in column B (Required date) are weeks after Purchase Order date Duration in column C (Required date) are weeks after document approval. Due date of each document may be proposed.

2.0 CONTRACT PERIOD AND DELIVERY SCHEDULE:

The Contract period shall be for 01 (One) year from the date of LOA or from the date mentioned in LOA. Contract can be further extended to a period of one year or part thereof on the same rates and terms & conditions on mutual consent.

DELIVERY SCHEDULE

Individual separate Job Orders shall be placed for supply of MDPE line pipes as per requirement.

The delivery schedule shall be 10 weeks from the date of each Job Orders/Call up order.

Basis of Delivery: - Delivery shall be on door delivery basis at HNGPL Site/ Store. The date of receipt of materials at HNGPL site/store shall be considered as the date of delivery.

PRS Applicability: - FOT at HNGPL Site/ Store Basis at Haridwar Site.

3.0 TERMS OF PAYMENT:

A) For Supply of material/equipment:

90% payment including all taxes & duties of supply value within 30 days shall be released on receipt & acceptance of MDPE line pipes at designated site/store of HNGPL after adjustment of PRS if any, and submission of CPBG of 10% order/contract value along with submission of following documents:

- i) Invoice in triplicate in compliance with GST law in force
- ii) Inspection reports /Test certificates
- iii) Packing List of materials supplied
- iv) Dispatch clearance from Owner/Consultant
- v) Warranty Certificate
- vi) GR/LR copy
- vii) Insurance cover note covering transit insurance
- ix) Receipt of final technical documents

Balance 10% payment shall be released on submission of following document on closure of order/contract:-.

- i) No Claim Certificate
- ii) Statement of Completion
- iii) Extended BG period, in case supply is delayed beyond contractual time period
- iv) Receipt of final technical documents (if any) as specified in PR

DEDUCTION AT SOURCE:

- i. Owner will release the payment to Contractor after effecting deductions as per

applicable law in force.

ii. Owner will release the payment to contractor after offsetting all dues to the owner payable by the contractor under the contract.

4.0 GUARANTEE:

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of twenty four (24) months from the date of last shipment and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

Guarantee shall be separately applicable against individual written intimation/Job Order.

5.0 PRICE REDUCTION SCHEDULE (PRS):

In case of delay in delivery of MDPE pipes beyond the contractual delivery period PRS will be applicable. PRS will be @½% (half percent) per complete week of delay or part thereof for the unsupplied portion, subject to maximum of 5% of the total order value.

For PRS purpose the date of delivery at FOT site, Haridwar will be considered. The value referred in PRS clause is excluding taxes & duties.

Price reduction schedule shall be separately applicable against individual written intimation/Job Order and not on the total contract value.

6.0 DISPATCH INSTRUCTIONS:

Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

7.0 REJECTION:

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

8.0 INSURANCE :

Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the material are handed over to HNGPL

Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse / HNGPL store or at the time of taking delivery at Warehouse / HNGPL site/store, as the case may be, the Employer might immediately inform the Contractor through email/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.

The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.

In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

Before commencing the execution of works the Contractor without limiting his obligations and responsibilities under this Agreement, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, or to any person including any employee or a member of the general public, by or arising out of the execution of the works or in carrying out the agreement. It shall be obligatory for the Contractor at his cost to obtain and maintain Insurance cover in such a manner that HNGPL & Contractor are covered for all the time during period of contract i.e. from the commencement date in the time period allowed for completion of work.

9.0 REPEAT ORDER:

Purchaser reserves the right, within 6 months of order; to place repeat order up to 50% of the original quantity without any change in unit price or other terms and conditions. In case of single quantity, purchaser reserves the right to place the repeat order for single quantity without any change in unit price or other terms & conditions.

10.0 CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT:

Bidder must provide Performance Guarantee as per following:-

SD/CPBG @ 10% of Annualized Contract Value within 30 days of
LOA/Notification of award

OR

Initial security deposit (ISD) @ 5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value.

CPBG shall be retained at owner's end till completion of defect liability period.

CPBG shall be valid till three (3) months beyond the expiry of defect liability period/ warranty period after successful completion of entire work.

Contract value for Security Deposit/ Performance Bank Guarantee purpose shall be excluding final GST.

Bank Guarantee towards performance security/ security deposit 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.

Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

The Performance Guarantee shall be in the form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract (issued by 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 in case of Indian bidders). HNGPL shall not be liable to pay any bank charges, commission or interest on the same.

The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

11.0 TERMINATION OF CONTRACT:

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

A. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

B. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.

C. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.

D. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

E. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.

F. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of contract unless extended.

Agency upon receipt of such notice discontinue the work. In the event of such termination, Agency shall be paid for the actual time performed and service provided till the date specified in the notice.

12.0 PRICE BASIS:

Rates quoted in SOR shall be valid during the entire contract period and also during the extension period (if any). No escalation on what-so-ever account shall be paid under this contract.

The rate should be quoted in the Schedule of Rates as enclosed. Bidder should take into account all liabilities to be borne by it as indicated in the scope of supply/work, special conditions of contract and other tender conditions while quoting rates in SOR.

Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

Agency should take care of GST (if applicable) while quoting rates and should separately

indicate rate of GST to be charged.

The rate quoted by the Agency shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of Tender document.

The bidders should quote firm prices inclusive of all taxes, duties and other levies and cess on which no variation will be allowed except statutory variation in GST during the contractual completion period. Any variation (increase) beyond the Contractual Completion period shall be to SELLERS's account and if there is any decrease the same shall be passed on to the OWNER.

The quoted prices shall not be subject to price escalation during the contract period, for whatever reason except for the statutory variation stipulated above

13.0 GOODS & SERVICE TAX:

Please note that responsibility of payment of GST lies with Agency / Contractor only.

The bidder shall furnish copy of GST registration along with the offer wherever applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case GST is applicable for the tendered work, Agency shall claim the GST indicating rate of abatement/deduction allowed as per GST act in the first invoice itself.

In case of statutory variation in GST, same should be raised in subsequent months from the date of issue of Govt. Notification for payment of differential GST amount. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

14. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period, the obligations of the parties are suspended by force majeure, the Agency shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, HNGPL shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Agency. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up to the date of occurrence of such force majeure.

15.0 RESOLUTION OF DISPUTES/ARBITRATION:

HNGPL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules, Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.

In case of any dispute(s)/difference(s)/issues(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) /issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issues(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate

and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.

Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and HNGPL Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

The cost of Conciliation proceedings including but not limited to fees for Conciliator(s),

Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [HNGPL] shall suggest a panel of three independent and distinguished persons to the bidder/Agency/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (HNGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Haridwar.

Subject to the above, the provisions of (India) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract is subject to the exclusive jurisdiction of the court situated in the state of Haridwar

Bidders/suppliers/Agency's may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL mode law), which were prepared after extensive consultation with Arbitral Institutions and Centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

16.0 GOVERNMENT OF INDIA NOT LIABLE:

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is an

independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

Section: 4
Schedule of Rates
(Excel File Attached Separately)

CUT-OUT SLIP

(To be pasted on the envelope containing EMD / Bid Security, Power of Attorney & Integrity Pact)

**DO NOT OPEN – EMD/ BID SECURITY,
POWER OF ATTORNEY & INTEGRITY
PACT**

Tender : Supply of MDPE Pipes for City Gas Distribution Project
at Haridwar GA.

Tender no. : HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Due Date & Time : Upto 1400 Hrs. (IST) on 27.04.2024

From :

M/s
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.....

To:

**Haridwar Natural Gas Private Limited,
Transit Camp, House No.-129, New
Haridwar Colony, Behind Matrichaya
Medical Centre, Ranipur Mode,
Haridwar (U.K) - 249401.
Email: tenders@hngpl.co.in**

CUT-OUT SLIP

(To be pasted on the envelope containing Price Bid)

PRICE BID – DO NOT OPEN

Tender : Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender no. : HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Due Date & Time : Upto 1400 Hrs. (IST) on 27.04.2024

<i>From :</i> <i>M/s</i>	<i>To:</i> Haridwar Natural Gas Private Limited, Transit Camp, House No.-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar (U.K) - 249401. Email: tenders@hngpl.co.in
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CUT-OUT SLIP

(To be pasted on the envelope containing Techno- Commercial Bid)

TECHNO-COMMERCIAL BID – DO NOT OPEN

Tender : Supply of MDPE Pipes for City Gas Distribution Project at Haridwar GA.

Tender no. : HNGPL/HARIDWAR/MDPE PIPES/24-25/01

Due Date & Time : Upto 14:00 Hrs. (IST) on 27.04.2024

From :

M/s

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To:

**Haridwar Natural Gas Private Limited,
Transit Camp, House No.-129, New
Haridwar Colony, Behind Matrichaya
Medical Centre, Ranipur Mode,
Haridwar (U.K) - 249401.
Email: tenders@hngpl.co.in**