

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

**CONDUCTING QUANTITATIVE RISK ASSESSMENT (QRA)
AND HAZARD OPERATION ABILITY (HAZOP) STUDY FOR
CGD NETWORK IN HARIDWAR GA**

TENDER NO.: - HNGPL/HARIDWAR/QRA-HAZOP/24-25/01

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

INVITATION FOR BID

INVITATION FOR BID (IFB)

Ref No: HNGPL/HARIDWAR/QRA-HAZOP/24-25/01

Date: 07.05.2024

To,

[PROSPECTIVE BIDDERS]

SUB: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in 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 services, in complete accordance with the following details and enclosed tender terms & conditions and its documents.
2. The brief details of the tender are as under:

(A)	BRIEF SCOPE OF WORK/SERVICES	Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA	
(B)	TENDER NO. & DATE	Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/24-25/01 Date: 07.05.2024	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	✘
		TWO BID SYSTEM	✓
(D)	TYPE OF TENDER	E - TENDER	✘
		MANUAL	✓
(E)	TENDER NUMBER	HNGPL/HARIDWAR/QRA-HAZOP/24-25/01	
(F)	BID VALIDITY	90 Days from the due date of Bid Submission	
(G)	CONTRACT PERIOD: For Two [02] Months from the date of FOA.		
(H)	CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT	APPLICABLE [Please refer Clause No. 37 of ITB for more details.]	
(I)	TENDER FEE	Not Applicable	

		Applicable		
		Items	Description	EMD Amount (In Rs.)
		1	Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA	Rs. 30,515/-
(J)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Note: 1. EMD in form of DD/BG submitted along with the unpriced bid. 2. 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). 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.		
(K)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 07.05.2024 (1400 Hrs, IST) to 22.05.2024 (1400 Hrs, IST) on our official websites: http://www.hngpl.in		
(L)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 13.05.2024 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 : 22.05.2024 Time : on or before 1400 hrs		

(N)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 22.05.2024 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 [Ch. Mgr. (C&P)] 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)

PART-II

CONDITIONS OF CONTRACT

SECTION 2:

GENERAL CONDITIONS OF CONTRACT (GCC) - Services
This Section contains standard provisions.

SECTION 3:

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

PART-III

SERVICES REQUIREMENTS

SECTION 4:

SPECIFICATIONS, DRAWINGS AND SCOPE OF WORK/SERVICES

This Section contains the Specifications, Drawings, and supplementary information including Scope of Work/Services that describes the Services to be procured.

SECTION 5:

SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS

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

INDEX

SECTION 1.1: BID EVALUATION CRITERIA (BEC)

SECTION 1.2: BID EVALUATION METHODOLOGY

TABLE OF CLAUSES

A] GENERAL

- 1.0 SCOPE OF BID
- 2.0 ELIGIBLE BIDDERS
- 3.0 BIDS FROM CONSORTIUM /JOINT VENTURE
- 4.0 ONE BID PER BIDDER
- 5.0 COST OF BIDDING
- 6.0 SITE VISIT

B] BIDDING DOCUMENTS

- 7.0 CONTENTS OF BIDDING DOCUMENTS
- 8.0 CLARIFICATION OF BIDDING DOCUMENTS
- 9.0 AMENDMENT OF BIDDING DOCUMENTS

C] PREPARATION OF BIDS

- 10.0 LANGUAGE OF BID
- 11.0 DOCUMENTS COMPRISING THE BID
- 12.0 SCHEDULE OF RATES / BID PRICES
- 13.0 GST (CGST & SGST/ UTGST or IGST)
- 14.0 BID CURRENCIES
- 15.0 BID VALIDITY
- 16.0 EARNEST MONEY / BID SECURITY
- 17.0 PRE-BID MEETING
- 18.0 FORMAT AND SIGNING OF BID
- 19.0 ZERO DEVIATION & REJECTION CRITERIA
- 20.0 e- PAYMENT

D] SUBMISSION OF BIDS

- 21.0 BID SUBMISSION
- 22.0 DUE DATE AND TIME OF BID SUBMISSION
- 23.0 LATE BIDS
- 24.0 MODIFICATION AND WITHDRAWAL OF BIDS
- 25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

E] BID OPENING AND EVALUATION

- 26.0 BID OPENING
- 27.0 CONFIDENTIALITY
- 28.0 CONTACTING THE EMPLOYER
- 29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
- 30.0 CORRECTION OF ERRORS
- 31.0 EVALUATION AND COMPARISON OF BIDS
- 32.0 COMPENSATION FOR EXTENDED STAY
- 33.0 PURCHASE PREFERENCE
- F] AWARD OF CONTRACT**
- 34.0 AWARD
- 35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
- 36.0 SIGNING OF AGREEMENT
- 37.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT
- 38.0 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/
COLLUSIVE/ COERCIVE PRACTICES
- 39.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
- 40.0 AHR ITEMS
- 41.0 VENDOR EVALUATION PROCEDURE
- 42.0 INCOME TAX & CORPORATE TAX
- 43.0 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
- 44.0 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING
APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)
- 45.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIAL
PROVIDERS)
- 46.0 UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF
INDIA, DURING THE CONTRACT PERIOD
- 47.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO
SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
- 48.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
- 49.0 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT
NOTE TOWARDS PRS
- 50.0 POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC
PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
- 51.0 PROVISION FOR STARTUPS
- 52.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING
CHARTERED ACCOUNTANTS
- 53.0 TDS
- 54.0 QUARTERLY CLOSURE OF THE CONTRACT

G] ANNEXURES

1. ANNEXURE-I : INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING
2. ANNEXURE-II : BID DATA SHEET (BDS)
3. ANNEXURE-III : PROCEDURE FOR ACTION IN CASE CORRUPT/
FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
4. ANNEXURE-IV : VENDOR PERFORMANCE EVALUATION PROCEDURE
5. ANNEXURE-V : FORMS AND FORMATS

Section 1.1: Bid Evaluation Criteria

A. Technical Criteria:

A.1 The Bidder should have successfully executed at least one assignment / work order of minimum value of **Rs. 2.70 Lakh** for conducting Quantitative Risk Analysis (QRA) and Hazard Operability (HAZOP) for any City Gas Distribution entity/Petrochemical / Refineries / Oil & Gas industries / cross country Hydrocarbon pipeline in previous 7 years from the due date of bid submission.

Note for BEC Technical:

- i) In case, a bidder is executing a contract as mentioned at BEC Clause No. A.1 above which is still running, the contract VALUE executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned at BEC clause no. A.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate along with Contract documents/ work order of the running contract issued by the end user/owner/authorized consultant.
- ii) **Definition of Executed:** means successfully executed & completed.
- iii) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at below. Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reasons.
- iv) Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by HNGPL for evaluation of Bid.
- v) 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 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 payments 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 to meet BEC.
- vi) In case bidder has executed multiple order/contracts under a rate contract/agreement, all executed orders/contracts shall be considered as single order/contract for evaluation of credentials of a bidder for meeting the experience criteria as mentioned above.

- vii) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

B. Financial Criteria: Not Applicable

C. Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
A.1	Experience against execution & completion of order	<p>Bidder must submit:</p> <p>The work order / Contract & completion / execution certificate mentioning required details. Work Order / agreement must clearly indicate nature of work / service, various components /items, period and value. Further, completion certificate/ execution certificate must clearly indicate reference to relevant work order, actual value of executed work, and actual date of completion duly notarized and certified by Chartered Engineer.</p>
Note for BEC Technical (V)	Jobs executed for Works for Subsidiary / Fellow subsidiary / Holding company	<p>(a) Same documents as mentioned in clause A.1 above.</p> <p>(b) 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.</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:

Technical Criteria of BEC	All documents 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.
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E. NOTE TO “BEC” (FOR STRICT COMPLIANCE):

- (i) Bidders must furnish all relevant certificates / documents / information in support of their credentials to the above –eligibility criteria along with the Offer, failing which the Offer shall be summarily rejected.
- (ii) Bidders not meeting any of the above-mentioned –eligibility criteria shall be rejected without assigning any reason.
- (iii) 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 as per prescribed format. In case bidder has not quoted for any single item of the SOR, his bid will be rejected.
3. Purchase preference to MSEs Policy shall be applicable as per prevailing procurement policy considering tendered groups as **non-splitable**.

(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 Services 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.

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-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 4 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:

1. 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"/> Invitation for Bids [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]-Services	Section 2
<input type="checkbox"/> Special Conditions of Contract [SCC]	Section 3
<input type="checkbox"/> Technical Specifications, Drawing (wherever applicable) and Scope of Services	Section 4
<input type="checkbox"/> Price Schedule/ Schedule of Rates	Section 5

- 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, Uttarakhand- 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 Form-26 along with documents for release of payment.**

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. Late Bids shall not be accepted or considered for evaluation.

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/submitted 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.

[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 as per Section 1.2.

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 LOA/Purchase Order or specified in LOA/PO 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/ Works/ Services (Non-ARC case)

SD/CPBG @ 10% of Annualized 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/ Contracts 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. 2 lakhs 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 — Guidelines

- 1) The Class I local suppliers, under PPP MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs

participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class I local supplier.	"MSE Class I local supplier"
Supplier is MSE but not Class I local supplier.	"MSE but non Class I local supplier"
Supplier is not MSE but is Class I local Supplier.	"Non MSE but Class I local supplier"
Supplier is neither MSE nor Class I local.	"Non MSE non Class I local supplier"

- 2) ~~The applicability of PPP MSE Order and PPP MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class I local suppliers under PPP MSE Order and PPP MII Order respectively, shall be as under:~~
- a) ~~Items covered under Para 3(a) of PPP MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non local suppliers, are not eligible to bid. Possible scenarios can be as under:~~
- (i) ~~L-1 is "MSE Class-I local supplier" – 100% of the tendered quantity is to be awarded to L-1.~~
- (ii) ~~L-1 is "Non-MSE but Class-I local supplier" – Purchase preference is given to MSEs as per PPP MSE Order. Balance quantity is to be awarded to the L-1 bidder.~~
- b) ~~Items reserved exclusively for procurement from MSEs as per PPP MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non MSEs are not eligible to bid for these items. Possible scenarios can be as under:~~
- (i) ~~L-1 is "MSE Class-I local supplier" – 100% of the tendered quantity is to be awarded to L-1.~~
- (ii) ~~L-1 is "MSE non-Class-I local supplier" – Purchase preference is to be given to Class-I local supplier as per PPP MII Order. Balance quantity, is to be awarded to L-1 bidder.~~
- c) ~~If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:~~
- e-a) ~~Items covered under Para 3A(b) of PPP MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:~~
- (i) ~~L-1 is "MSE Class-I local supplier" – 100% of the tendered quantity is to be~~

awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" — Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" — Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" — Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

e (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE-Class-I local supplier" — Contract is awarded to L-1.

(ii) L-1 is not "MSE-Class-I local supplier" but the "MSE-Class-I local supplier" falls within 15% margin of purchase preference — Purchase preference is to be given to lowest quoting "MSE-Class-I local supplier". If lowest quoting "MSE-Class-I local supplier" does not accept the L-1 rates, the next higher "MSE-Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub-paras (i) and (ii) above are not met i.e. L-1 is neither "MSE-Class-I local supplier" nor "MSE-Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" — Contract is to be awarded to L-1.

B) L-1 is "Non-MSE non-Class-I local supplier" — First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept — purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept — contract to be awarded to L-1.

d) — Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE-Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items.

Hence the question of purchase preference does not arise.

e) ~~Non local suppliers, including MSEs falling in the category of Non local suppliers, shall be eligible to bid only against Global Tender Enquiry.~~

Annexure

Example explaining applicability in scenario explained in para 4 c (a) (iv)

(Scenario: ~~Divisible items, both MSEs as well as Class I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class I local supplier"~~)

~~Item Desktop computer~~

~~Qty 50 Nos.~~

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non-Class I local supplier"
2.	B	110	L2	"Non-MSE but Class I local supplier"
3.	C	112	L3	"MSE but non-Class I local supplier"
4.	D	115	L4	"Non-MSE but Class I local supplier"
5.	E	118	L5	"MSE but non-Class I local supplier"
6.	F	120	L6	"MSE-Class I local supplier"

1. ~~In this case, first purchase preference is to be given to MSEs as per PPP MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.~~

2. ~~For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates);~~

~~purchase preference will be given to lowest Class I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L-1 price i.e. price of Rs. 100/- per unit, next higher Class I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.~~

- ~~3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.~~

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.~~
- ~~d. 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.~~
- ~~e. 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"~~
- ~~f. 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.~~

- ~~g. 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 (VOID)

FORM-2 (VOID)

FORM-3 (VOID)

51.0 PROVISIONS FOR STARTUPS (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 (DPIIT), 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 (DPIIT). 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 DPIIT.

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. QUARTERLY CLOSURE OF THE CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, HNGPL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

===== 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	The Purchaser is: Haridwar Natural Gas Pvt. Ltd.				
1.2	<p>The name of the Procurement to be performed is: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA</p> <p>Brief Scope of Services: As per Section 3 & Section 4</p>				
3.0	<p>Bid from a Joint Venture/Consortium</p> <table border="1" data-bbox="389 819 927 1010"> <tr> <td data-bbox="389 819 671 893">APPLICABLE</td> <td data-bbox="671 819 927 893" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 893 671 1010">NOT APPLICABLE</td> <td data-bbox="671 893 927 1010" style="text-align: center;"><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"/>				
B. BIDDING DOCUMENT					
8.1	<p>For <u>clarification purposes</u> 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 e-mail : tenders@hngpl.co.in</p> <p>Websites: http://www.hngpl.in/</p>				
C. PREPARATION OF BIDS					
11.1.1	<p>The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (Refer clause(s) of Bid Document):</p> <p><u>As mentioned in Clauses of Section 3 & Section 4 (if any)</u> _____</p>				
12.0	Additional Provision for Schedule of Rate/ Bid Price are as under:				

ITB clause	Description								
	Bidders are requested to quote rate with due consideration of Unit (of measurement) of tendered item(s) given in SOR.								
13 & 14	Whether HNGPL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="389 546 1058 712"> <tr> <td data-bbox="389 546 740 618">YES</td> <td data-bbox="740 546 1058 618"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 618 740 712">NO</td> <td data-bbox="740 618 1058 712"><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	Details of Buyer/Purchaser: <table border="1" data-bbox="365 813 1385 1279"> <tr> <td data-bbox="365 813 608 931">Consignee</td> <td data-bbox="608 813 1385 931">Haridwar Natural Gas Private Limited (Other details shall be provided upon award)</td> </tr> <tr> <td data-bbox="365 931 608 1003">PAN NO.</td> <td data-bbox="608 931 1385 1003">AADCH8780N</td> </tr> <tr> <td data-bbox="365 1003 608 1070">GST NO.</td> <td data-bbox="608 1003 1385 1070">05AADCH8780N1Z0 (State : Uttarakhand)</td> </tr> <tr> <td data-bbox="365 1070 608 1279">HNGPL Bank Details</td> <td data-bbox="608 1070 1385 1279"> <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 </td> </tr> </table>	Consignee	Haridwar Natural Gas Private Limited (Other details shall be provided upon award)	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
Consignee	Haridwar Natural Gas Private Limited (Other details shall be provided upon award)								
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 final due date of bid submission <table border="1" data-bbox="504 1391 1262 1462"> <tr> <td data-bbox="504 1391 882 1462">Bid Validity</td> <td data-bbox="882 1391 1262 1462">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 1599 930 1776"> <tr> <td data-bbox="389 1599 671 1671">APPLICABLE</td> <td data-bbox="671 1599 930 1671"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1671 671 1776">NOT APPLICABLE</td> <td data-bbox="671 1671 930 1776"><input type="checkbox"/></td> </tr> </table> <p data-bbox="365 1832 1385 1910">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</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>				
APPLICABLE	<input checked="" type="checkbox"/>								
NOT APPLICABLE	<input type="checkbox"/>								

ITB clause	Description
	<p>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
17	<p>Date, Time and Venue of Pre-Bid meeting</p> <p>Date: 13.05.2024 Time: 11:00 hours Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401</p> <p>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.</p>
D. SUBMISSION AND OPENING OF BIDS	
21	<p>The Tender No. of this bidding process is:</p> <p>HNGPL/HARIDWAR/QRA-HAZOP/24-25/01</p>
21.2	<p>For bid/ Physical documents submission purposes only, the Owner’s contact details are as below:</p> <p>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</p>
23.1	<p>Due Date and Time of Bid Submission: 22.05.2024 (14:00 hrs)</p>

ITB clause	Description											
26.0	The bid opening shall take place at: Date: 22.05.2024 Time: 15:00 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.											
32.0	Compensation for Extended Stay: <table border="1" data-bbox="387 1043 1034 1189"> <tr> <td data-bbox="387 1043 715 1115">APPLICABLE</td> <td data-bbox="715 1043 1034 1115" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="387 1115 715 1189">NOT APPLICABLE</td> <td data-bbox="715 1115 1034 1189" style="text-align: center;"><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="387 1312 695 1417"> <tr> <td data-bbox="387 1312 533 1361">YES</td> <td data-bbox="533 1312 695 1361" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="387 1361 533 1417">NO</td> <td data-bbox="533 1361 695 1417" style="text-align: center;"><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="387 1615 932 1794"> <tr> <td data-bbox="387 1615 671 1682">APPLICABLE</td> <td data-bbox="671 1615 932 1682" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="387 1682 671 1794">NOT APPLICABLE</td> <td data-bbox="671 1682 932 1794" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <table border="1" data-bbox="365 1816 1118 1930"> <tr> <td data-bbox="365 1816 632 1872" rowspan="2" style="text-align: center;">Applicability</td> <td data-bbox="632 1816 879 1872" style="text-align: center;">37.1 (i)</td> <td data-bbox="879 1816 1059 1872" style="text-align: center;"><input checked="" type="checkbox"/></td> <td data-bbox="1059 1816 1118 1872"></td> </tr> <tr> <td data-bbox="632 1872 879 1930" style="text-align: center;">37.1 (ii)</td> <td data-bbox="879 1872 1059 1930" style="text-align: center;"><input type="checkbox"/></td> <td data-bbox="1059 1872 1118 1930"></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>	Applicability	37.1 (i)	<input checked="" type="checkbox"/>		37.1 (ii)	<input type="checkbox"/>	
APPLICABLE	<input checked="" type="checkbox"/>											
NOT APPLICABLE	<input type="checkbox"/>											
Applicability	37.1 (i)	<input checked="" type="checkbox"/>										
	37.1 (ii)	<input type="checkbox"/>										

ITB clause	Description				
	SD/CPBG @ 10% of Annualized Total Order/ Contract Value within 30 days of FOA/ notification of award Or Initial security deposit (ISD) @ 2.5% of Annualized order/Contract value to be submitted within 30 days of FOA/Notification of award and deduction @7.5% of the RA bill subsequently from RA bill till the amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order/ Contract value.				
39.0	Whether tendered item is non-split able or non-divisible: <table border="1" data-bbox="389 692 924 831"> <tr> <td data-bbox="389 692 671 759">YES</td> <td data-bbox="671 692 924 759"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 759 671 831">NO</td> <td data-bbox="671 759 924 831"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
40.0	Provision of AHR Item : <table border="1" data-bbox="389 938 1034 1084"> <tr> <td data-bbox="389 938 716 1010">APPLICABLE</td> <td data-bbox="716 938 1034 1010"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1010 716 1084">NOT APPLICABLE</td> <td data-bbox="716 1010 1034 1084"><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 1193 1034 1339"> <tr> <td data-bbox="389 1193 716 1265">APPLICABLE</td> <td data-bbox="716 1193 1034 1265"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1265 716 1339">NOT APPLICABLE</td> <td data-bbox="716 1265 1034 1339"><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"/>				
51.	Applicability of provisions relating to Startups: <table border="1" data-bbox="421 1456 1160 1637"> <tr> <td data-bbox="421 1456 790 1547">APPLICABLE</td> <td data-bbox="790 1456 1160 1547"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="421 1547 790 1637">NOT APPLICABLE</td> <td data-bbox="790 1547 1160 1637"><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"/>				

ITB clause	Description	
54.	Quarterly Closure of Contract	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input 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
		ks
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-26	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-27	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA
Tender No. - HNGPL/HARIDWAR/QRA-HAZOP/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:
6	Operation Address (if different from above)	PIN/ZIP:
		City:
		District:
		State:
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	EPF No.	[Enclose copy of EPF No.]
20	ESIC No.	[Enclose copy of ESIC No.]
21	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.)
22	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.	
23	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).
24	Offer No. and date	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP)
Study for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP)
Study for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP)
Study for CGD Network in Haridwar GA

Tender no.:- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender no.: - HNGPL/HARIDWAR/QRA-HAZOP/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 here by 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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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 **“Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in 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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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	<p>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.</p> <p>* 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.</p>	
20	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person	
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.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23	Confirm that copy of the EMD / Bid Bond has been submitted thru e-tender portal or the original BG (EMD)/DD has been sent thru courier	
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.	
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.	

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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/24-25/01

Dear Sir

We hereby confirm that “The contents of this Tender Document No. **HNGPL/HARIDWAR/QRA-HAZOP/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:

BIDDER'S EXPERIENCE

To,

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

Sub: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA.

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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	Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA	[To be fill by Bidder]

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.

F-16
Not Applicable

F-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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study
for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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 bank branch
 - i) NEFT IFSC code of the bank branch
 - 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 **Conducting Quantitative Risk Assessment (ORA) and Hazard Operation Ability (HAZOP) Study for CGD Network in 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.

F-22

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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for
CGD Network in Haridwar GA

TENDER NO: HNGPL/HARIDWAR/QRA-HAZOP/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: Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP)
Study for CGD Network in Haridwar GA

Tender No.- HNGPL/HARIDWAR/QRA-HAZOP/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/QRA-HAZOP/24-25/01) for Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in 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 withdrawal it in writing (by Fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

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

**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 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 HNGPL as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to HNGPL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL 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 othercontract.

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

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)
[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by HNGPL in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from HNGPL.

We further absolve HNGPL from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:
Date:

[Signature of Authorized Signatory of Service Provider]
Name:
Designation:
Seal:

ANNEXURE TO CLAUSE NO. 107 - Arbitration

Clause no. 107 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.”

PART-II – CONDITIONS OF CONTRACT

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

Sl. No.	Description
SECTION – I	DEFINITIONS & INTERPRETATIONS
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	GENERAL INSTRUCTIONS & OBLIGATIONS
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Evaluation of Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
SECTION – III	PERFORMANCE OF SERVICE
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability

3.9	Indemnity
SECTION – IV	PAYMENT, INSURANCE AND TAXES
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION – V	LAWS, HEALTH, SAFETY & ENVIRONMENT
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
SECTION – VI	DISPUTE RESOLUTION AND ARBITRATION
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract

DEFINITIONS & INTERPRETATIONS**1.1 Definition of Terms**

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptancethereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The “Employer/Service Receiver/ Company/Owner” means HNGPL, having its Marketing office at 129, New Haridwar Colony, Behind Matrichaya Hospital, Ranipur Mode, Haridwar – 246401 and its registered office at Haridwar Natural Gas Pvt. Ltd., COCO CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404 and includes its successors, assigns and Site(s)/work center(s).

The “Engineer-In-Charge” (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance” means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services

and approvals from any agency/third party & license(s)/permissions from statutory authorities(if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it’s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

- 1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract,

the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.3.6 "Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and the Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years."

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that 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 hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that 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 Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases

and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/FRAUDULENT /COLLUSIVE /COERCIVE PRACTICES AND EVALUATION OF PERFORMANCE

The Bidder(s)/Service Provider(s) are required to abide by the following provisions:

- (i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Detailed Procedure is elaborated in the tender document.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of HNGPL and shall not indulge themselves or allow others (working in HNGPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/HNGPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.

- (ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

Detailed Procedure is elaborated in the tender document.

2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation/severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the

State/Central Government of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

2.9 ABNORMAL RATES

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which

rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL

2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS)

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs

associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.
- 2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case

may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub-clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's

Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event

of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall have liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT/FRAUDULENT/ COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with HNGPL. The detailed procedure for banning including suspension is elaborated in the tender document.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard is elaborated in the tender document.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the

Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure's event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- c) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

- d) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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 Service Provider.

2.23 ASSIGNMENT/SUBLET

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, 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 Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

2.24 LIENS

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and

payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

- 2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 **TO THE SERVICE PROVIDER:** Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 **TO THE EMPLOYER:** Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33 CONFIDENTIALITY

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 %

(One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non- performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

3.4 SUSPENSION OF SERVICES

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.
- 3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD

- 3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for

that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE

3.6.1 **APPLICATION FOR COMPLETION CERTIFICATE:** When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 **COMPLETION CERTIFICATE:** Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 **COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 **EXECUTION CERTIFICATE:**
Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without

prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The

Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY

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

SECTION - IV

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS

4.2.1 SERVICE PROVIDER'S REMUNERATION

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment,

temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended,

diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES

4.3.1 BILLING PROCEDURE

Following procedures shall be adopted for billing of services executed by the Service Provider.

- 4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.2 MODE OF MEASUREMENT

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

- 4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employers shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their

place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from

Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting therefrom shall be to the sole account of the Service Provider.

- 4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: “The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.
- 4.5.10 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES

- 4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub-Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ set off

/recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC) if non- resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.3 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property

of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE

- 5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT

- 5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by

Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job; Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

6.0 DISPUTE RESOLUTION AND ARBITRATION

6.1 DISPUTE RESOLUTION

- 6.1.1 HNGPL 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. Unless otherwise specified, the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Contract 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.
- 6.1.2 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 aforesaid rules.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 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 HNGPL 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 in terms of clause no. 6.2. 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.
- 6.1.7 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 in equal share.

6.1.8 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.

6.2 ARBITRATION

6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider 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 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 seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor 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 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in "Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coersive Practices", the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and

the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

6.3 JURISDICTION

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

6.4 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

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
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. _____

Section: 3
Special Conditions of Contract (SCC)

Special Conditions of Contract

1. The services of Carrying out HAZOP & QRA Study are required for Haridwar Natural Gas Private Limited sites at Haridwar GA (Haridwar, Roorkee & Laksar) as mentioned in Introduction to Scope of Work.
2. The contract shall be awarded as a firm contract. The services will be executed, at the quoted rates, as per the instruction of EIC. The jobs shall be undertaken **in-situ i.e.** HAZOP & QRA study shall be carried out at the respective sites and the bidder has to bring all necessary master instrument, tools & tackles to the site for undertaking the job.
3. The jobs covered under the "Scope of Work" of the contract are to be completed in all respect at the earliest, without compromising on quality.
4. Tools (non – sparking), tackles, masters instruments, laptop, connecting software, cable, apparatus/ equipment's and any type of special tools, devices required to execute the job shall be arranged by the bidder
5. Bidder shall submit the study Report within 15 days of carrying out the study.
6. Bidder shall depute their engineers & technicians who should be technically qualified, experienced and conversant with operations & maintenance of installed instruments/ equipment's for natural gas high pressure application and should have a pre requisite experience for the same.
7. All consumables required to execute the job during contract period shall be in the scope of bidder.
8. The job (s) specified in the SOW covers the minimum requirement and may vary w.r.t. site requirement, conditions or as per instruction of respective Engineer-in-Charge.
9. All safety precautions shall be ensured by the bidder and the safety permit shall be obtained before execution of Job/ work.
10. **CONTRACT PERIOD:** Two months from the date of issue of FOA/LOA. HARIDWAR NATURAL GAS PVT LTD can avail the services under this contract in parts anytime within the duration of the contract.
11. **TERMINATION:** If in the opinion of Engineer-In-Charge the performance of vendor is not found satisfactory, the contract will be terminated by giving 07 (Seven) days' notice period. Any loss incurred by the Company on this account shall be recovered from the vendor.

HARIDWAR NATURAL GAS PVT LTD shall also have the right to complete pending jobs under this contract by engaging any other agency at the risk and cost of original vendor.

12. **DEFECT LIABILITY PERIOD:** Not Applicable.
13. **MOBILISATION PERIOD & LIQUIDATED DAMAGES (LD):** Initial Mobilization period after issue of FOA/ LOA shall be Fifteen days.

Job Order to be issued by EIC for carrying out calibration at site through email/ or any other written means and contractor has to execute the calibration job as per site requirement. The contract has to mobilize within one weeks of receipt of Job Order/E mail communication from EIC or his representative. If the contractor fails to mobilize within two weeks from receiving Job Order/E mail communication, LD shall be levied @ Rs 500 per day of delay subject to ceiling of 10% of Job Order value/ concerned RA Bill whichever is less.

Normal Working hours shall be 08:00 Hrs to 20:00 Hrs on all days including holiday/ Sunday. However, job may continue round the clock in case of urgency which shall be solely decided by Engineer-In-Charge or his representative. No extra rate will be considered on jobs round the clock including, General Holidays, National Holidays, May Day, etc.

14. **FACILITIES TO BE PROVIDED BY HARIDWAR NATURAL GAS PVT LTD:** HARIDWAR NATURAL GAS PVT LTD shall arrange to provide necessary permits for carrying out the job. No accommodation will be provided to the contractor/contracting firm by HARIDWAR NATURAL GAS PVT LTD.

15. **TERMS OF PAYMENT:** Payment will be released within 30 days after submission of firm invoice with all necessary documentation and certificates.

16. **SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOBS:**

16.1 All the persons engaged by the vendor for the service of this contract shall wear pure cotton clothes only. No extra charges in this respect shall be payable to the vendor in any case.

16.2 **No contractor/ contracting firm shall sublet** or assign any work or part of whole to any individual, proprietorship firm, partnership firm, Pvt limited company etc without prior permission of HARIDWAR NATURAL GAS PVT LTD.

16.3 **Loss/ Damage:** Vendor shall be responsible for all Acts of their workers and loss or damage caused on this account to HARIDWAR NATURAL GAS PVT LTD property or to any third party in any form shall be chargeable to vendor's account.

17. **SAFETY AND SECURITY:** Vendor shall perform the work under this contract observing all relevant safety rules and regulations. No personnel of the vendor shall be allowed to work at site without such safety gears. HARIDWAR NATURAL GAS PVT LTD shall provide any special PPE, if required, during job execution. If any special safety equipment are provided by HARIDWAR NATURAL GAS PVT LTD for performance of any job, the vendor shall be responsible for accounting of the same and returning the same to HARIDWAR NATURAL GAS PVT LTD before leaving site
18. Engineer In-Charge (EIC) of the contract may nominate any Haridwar Natural Gas Pvt Ltd personnel for carrying out the job.
19. Prices indicated in “Schedule of Rates” are net **inclusive of all expenses**, but excluding Service Tax that shall be paid separately as per the prevailing rate. It is assumed that bidder has made an assessment of the sites prior to submission of bids. **Non-familiarity with site conditions shall in no way be considered** as an excuse for poor performance or non-adherence with quoted rates.
20. **PRS:** Not Applicable.

Section: 4
Scope of Work

SCOPE OF WORK/SERVICES

1. INTRODUCTION

Haridwar Natural Gas (P) Ltd. (A Joint Venture of BPCL & Gail Gas limited) has been authorized by PNGRB for setting up the City Gas Distribution Network in the Geographical Area of HARIDWAR. HNGPL have their CGS cum CNG Station including LCV filling point and Odorizing unit. We are also setting up CNG station at OMC retail outlets.

In CGS cum CNG stations there are 2 either Engine or Motor driven compressor of 1200 SCM/H capacity compressor up to 250 Kg/cm² with a suction pressure of 14-19 Kg/cm² or as per availability of pressure. In stationery cascades, gas stored at a pressure of 250 Kg/cm² & CNG is dispensed in vehicle at 200 Kg/cm² through dispenser. SS tubes are also laid in the trench for transportation of CNG up to dispenser via cascade. CNG is dispensed in public vehicles & CGD networks including CNG stations are installed in city area or outside the city.

Safety is required at every stage of operation & maintenance of all the equipment installed at various locations like CNG station, DRS, MRS, CGS, Steel/MDPE line, customer premises. Unless & until adequate safety measures are taken, it is highly risky to operate & maintain CGD Network.

In the business of City Gas Distribution (CGD), large nos. of customers like domestic, commercial & industrial customers are involved. In addition, CNG is filled in huge no. of public vehicles. Moreover, CGD infrastructure being laid & operated in & around city area, large population will be highly affected in case of any kind of untoward incident.

The main objective of QRA & HAZOP is to:

To address foreseeable significant hazards in the activities and operations in installation. The methodology of HAZOP should be to assess the existing risk in any operation / activity in conjunction with the safety precautions and suggest future safety measures in terms of improvement / addition interlock machines guarding, fire / electrical protection system and PPE to reduce risk etc.

2. EXECUTION OF JOB:

- a) The job as per the scope of work shall be carried out for a single Installation/ multiple installations at a time.
- b) The experts shall proceed to the site for carrying out the job within 7 days of receiving the written information from HNGPL.
- c) Data collection and generation of required data will be the sole responsibility of experts with the help of HNGPL team.
- d) The bidder shall discuss with EIC/ coordinator, the standard checklist to be adopted for the purpose of QRA & HAZOP of installations.

3. DURATION OF CONTRACT & COMPLETION TIME:

a. The duration of the contract is 2 (two) months to be reckoned from the date of issue of notification of award. The success SUB-LETTING AND ASSIGNMENT:

The bidder shall not without previous consent in writing of the Haridwar Natural Gas (P) Ltd. sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other bidder. Any such assignment/subletting shall not absolve the bidder from all or any of this obligation duties and responsibilities, under the contract. In case of subletting without permission, the contract can be terminated forthwith. The bidder shall commence the works immediately from the date of placement of Purchase Order and shall submit Draft Report within 15 days inviting comments for QRA & HAZOP and modification if necessary on factual points. The contractor should submit the final Report within 7 days after receipt of comments from. The party has to mobilize his team of experts immediately after getting written intimation from Haridwar natural gas Pvt. Ltd.

b) SECRECY:

All the data / information / description / documents / papers etc. which shall be handed over to the bidder's working team members shall be treated confidential documents of Haridwar Natural Gas(P) Ltd. It shall be the bidder's responsibility to maintain the secrecy of these documents / information / data/ descriptions/ papers and ensure that such information / data / description /documents / papers shall not be used or put up, directly or indirectly, intentionally or unintentionally in any office, court or in public against Haridwar Natural Gas (P) Ltd without the written consent of Haridwar natural gas (P) Ltd.

4. OBSERVANCE OF SAFETY RULES & REGULATIONS:

Observance and adherence to safety rules and regulations of the installations is mandatory for the bidder.

5. ACCOMMODATION AND TRANSPORTATION:

Lodging & boarding at the site and transportation to the site shall be in the scope of bidder. The local transport shall be in the scope of the bidder. No company accommodation and transportation provided by Haridwar natural gas to bidder. The charges shall be on bidders account.

6. OTHER TERMS & CONDITIONS:

- i. Management of Haridwar Natural Gas (P) Ltd shall be indemnified for any injury / accident to Personnel or loss /damage of any equipment / appliances, personal assets or household of your team members during their stay, visit and transportation.
- ii. In case of any dispute during work /job execution, the decision of Haridwar Natural Gas (P) Ltd shall be final and binding on the bidder.
- iii. Bidder shall provide their own stationary, Laptop, checklists etc. to their team members to execute day to day activities for the job.

- iv. The rates quoted shall be for professional fees, site visit, expenses viz. transportation, boarding & lodging etc. related to site visits for audits and visit to Haridwar Natural Gas (P) Ltd for meeting. No other claim in this regard shall be entertained.
- v. Bidder to note that in case audit team is required to put extra man days beyond the minimum stipulated man days (as per scope of work), for satisfactory completion of the job, no extra payment shall be made by Haridwar Natural Gas (P) Ltd for extra man days.
- vi. Haridwar Natural Gas (P) Ltd. reserves the right to execute all or part of the SOR items.

7. COMPETENCY

VOID

8. QUANTITATIVE RISK ASSESSMENT

Purpose & Objective

- i. QRA study is intended to identify and quantify all potential failure modes that may lead to hazardous consequences from the pipelines and its associated facilities.
- ii. Identify hazards including full bore/catastrophic ruptures/failures.
- iii. Estimate potential consequences of such an event and subsequent effects of fire, explosion, toxicity etc., whichever and wherever is applicable.
- iv. Estimate the risks to individuals, group of individuals and property wherever these are affected.
- v. Recommend suitable risk reduction measures to mitigate the risks and hazards.

9.0 APPLICABILITY

This document is applicable for CNG Stations of Haridwar Natural Gas (P) Ltd in the GA of Haridwar.

10. Cross References

PNGRB (Codes for Practice for Emergency Response & Disaster Management Plan(ERDMP) Regulations 2010, European Gas Incident Data Group, UK HSE Risk Criteria & IS 15656.

11. QRA Approach

- i. Collection of data
- ii. Hazard Identification
- iii. Identify potential failures including frequency
- iv. Calculate the quantity of material that may be released in each failure, estimate the probability of such occurrences
- v. Evaluate the consequences of such occurrences based on scenarios such as most probable and worst case events that may be confined within the premises or may spill off site triggering cascading effects.
- vi. Consequences of an incident are fire, explosion, deflagration, blast waves, fast spreading flames, BLEVE, UVCE, Toxicity etc. resulting in direct effects like damage to buildings/property, burns, fatalities etc.
- vii. Combination of consequences and probability to ranking of hazards.

- viii. Risk Calculation & Risk Presentation.
- ix. Recommendation for Risk Reduction and mitigation of consequences to ensure ALARP Performance in the operation.

12. Methodology

- a. In order to undertake QRA, first the information is required about the facilities (CNG Stations) as below:**
 - i. Relevant data regarding installations at CNG Stations of Haridwar Natural Gas (P) Ltd.
 - ii. Preparation of suitable data base from Generic failure rate data from past incidents, UKOPA, European pipeline failure data, US gas transmission data etc.
 - iii. Adjusting the failure data to reflect actual mechanical and process conditions.
 - iv. Meteorological data required to perform QRA from meteorological departments.
 - v. Ignition source data during site visit for point source, line source and area source.
- b. The next step is hazard identification and consequence estimation as below:**
 - i. After collection of all data and information, a list of failure scenarios shall be made and all the major hazards/ hazardous zones that can arise from the facilities and which could affect the integrity of the facilities shall be identified.
 - ii. The study shall cover fire, explosion hazards and also toxic/health hazards.
 - iii. Hazards to the installation shall on various failure mode causes by Man- Made, Natural Calamities & Extraneous.
 - iv. The potential impact on downwind air quality or downstream water quality from an incidental release and possible danger to human, Flora and Fauna and animal health shall be identified.
 - v. In general, the following typical types of failures with or without fire/explosions associated with underground pipeline shall be considered:
 - a. Full Bore Rupture.
 - b. Hole (20 mm – Diameter of Pipeline).
 - c. Pin Hole/Crack (5 mm – 20 mm).
 - vi. The effects of these scenarios on the adjoining facilities, if any shall also be studied.
 - vii. For the selected failure cases under the failure case list, the hazard distances (Vertical jet, Impingement etc.) shall be calculated with respect to Lower Flammability Limit (LFL) of the material, Thermal radiation effects, Blast over Pressure effects for the predominant weather condition prevailing including wind velocity, stability class, temperature etc. at the site. The consequence results will be reported in terms of LFL distance, thermal radiation distances, and blast overpressure distances.

- c. **Estimation of failure frequencies for the selected failure cases shall be done from in-house available data and/ or literature and/ or internationally acceptable data bank and applicable to Oil & Gas industries or may be calculated using standard latest software.**
- d. **Internationally acceptable (latest version) software shall be used for QRA study purpose and its validity to be ensured.**

13. Risk Calculation & Risk Presentation.

- e. Based on the results of the consequence analysis, both individual risk and the societal group risk of each incident will be estimated.
- f. The individual risk will be estimated taking into consideration the detailed weather conditions, probable ignition sources identified and the details of population and other facilities in the near vicinity of the pipeline facilities.
- g. The individual risk computed would be presented in the form of RiskContours, which represents the chance of an individual fatality.
- h. To calculate societal group risk, the total number of people killed for each release case, event tree outcome, weather type and wind direction must be calculated. The frequencies of all those combinations contributing to the same number of fatalities must be summed.
- i. These results to be presented in the form of an FN societal group risk curve. An FN curve is a graph, which plots the frequency of N or more fatalities per year (F) against the number of fatalities (N).
- j. The risk should be ranked according to and considering their intolerability and for each risk measures should be suggested to mitigate and reduce those risks.

14. Acceptable Risk

The estimated risk levels will be compared with acceptable individual risk acceptance criteria (Fatality Per Annum) in line with ERDMP. Based on the findings of the risk analyses, conclusions shall be made and suitable recommendation shall be suggested for risk reduction and mitigation of consequences to ensure ALARP performance in the operation.

Criteria	Individual Risk Per Annum (IRPA)
Unacceptable Risk	$> 1.0 \times 10^{-3}$

Tolerable Risk (Subject to the implementation of mitigation measures to reduce risk to AsLow As Reasonably Practicable (ALARP).	$> 1.0 \times 10^{-5}$ and $< 1.0 \times 10^{-3}$
Broadly Acceptable Region	$> 1.0 \times 10^{-5}$

15. Report Structure.

a. A typical QRA report shall include the following

- i. Introduction
- ii. Scope of work
- iii. Facilities description
- iv. Study methodology
- v. Detail Study inputs
- vi. Study results
- vii. Conclusion & recommendations

b. Study result shall include

- viii. Individual risk –contour
- ix. Individual Risk at reference points
- x. Societal risk- FN curves
- xi. Major risk contributors to societal risk
- xii. Risk Ranking
- xiii. Mitigation measures
- xiv. Consequence analysis [dispersion, heat radiation & overpressure contours for minor, major and FB leakage]

16. Hazard Operability Study (HAZOP)METHODOLOGY FOR HAZOP STUDY:

a. Familiarization and Data Collection

A hazard & operability study (HAZOP) on basis of P&ID is structured and systematic examination of a planned or existing process or operation in order to identify and evaluate problems that may represent risks to personnel or equipment, or prevent efficient operation. It shall be carried out by a suitably experienced multi-disciplinary team (HAZOP team) during the set of meetings. The HAZOP technique is Qualitative and aims to stimulate the imagination of participants to identify potential hazards and operability problems, structure and completeness are given by using guidewords, prompts. The method applies to processes (existing or planned) for which design information is available.

b. HAZOP Study

Software (to be specifically mentioned by bidder) shall be used for recording the proceedings of the HAZOP study. The study will be conducted on the recent and updated P& IDs provided by Haridwar Natural Gas (P) Ltd.

Methodology for HAZOP study as originally developed to be informed by the party and one in which each and every conceivable deviation from normal operating condition. (Flow, Pressure, Temperature, Level etc.) of individual systems with identical design intentions is to be thoroughly analyzed for possible causes and consequences and required action plan to eliminate/reduce the hazards is to be suggested on the basis of existing protective systems.

Subsequent to the study, the HAZOP report shall be prepared as DRAFT and a presentation has to be made at Haridwar Natural Gas (P) Ltd of various nodes considered by the party. The final report (three copies) and a soft copy in CD are to be prepared and to be submitted to Haridwar Natural Gas (P) Ltd, Haridwar.

c. Brief Description of HAZOP Technique

The technique for Hazard and Operability Study was developed to assess the safety and operability of a process system in a systematic manner. The HAZOP technique, as explained in the book “A Guide to Hazard and Studies” published by the Chemical Industries Association Limited, London, (Prepared initially by ICI) and in the book “Guidelines for Hazard Evaluation Procedures” CCPS, AIChE, may be followed. However if any other technique is followed, that has to be informed and explained to Haridwar natural Gas (P) Ltd. The examination procedure should take into account, a full description of the process, systematically questions every part of it to discover how deviations from the intention of the design can occur and decides whether these deviations can give rise to hazards. Necessary action plans to mitigate/reduce the hazard is to be suggested based on available safety provisions. The question is to be focused in turn on every part of the design. Each part is to be subjected to ensure that the questions formulated around a number of guide words. The guide words are used to ensure that the questions, which are posed to test the integrity of each part of the design, will explore every conceivable way in which the design could deviate from the design intention. This usually produces a number of theoretical deviations and each deviation is then considered to decide how it could be caused and what would be the consequences. Some of the causes may be unrealistic and so the derived consequences will not be meaningful. Some of the consequences may be trivial and would not be considered.

d. The Key Aspects of The Study Are:

Intention- The intention defines how the section of the plant under study is expected to operate.

Deviation- These are departures from the intention which are discovered by systematically applying the guide words.

Cause- These are the reasons for which deviations might occur. **Consequences-** These are the results of the deviations should they occur.

Safeguards- These are the protections provided and operating instructions or design review requirements for smooth operation of the system.

HAZOP Study Reporting- The HAZOP study notes are to be recorded in the format called “WORKSHEET” where each deviation is considered, every possible deviation and its

consequences are reported and actions where necessary are to be recorded and where not necessary, the reasons are to be stated. All action items are to be numbered so as to enable clear identification of the cause and consequences of potential hazards.

e. Reports

HAZOP Study Report

The party shall provide two draft hard copies of the HAZOP study report and a soft copy in CD 15 days from the effective date of start of work, which should include:

- xv. Executive summary
- xvi. Study At a Glance
- xvii. Introduction
- xviii. Major observations of HAZOP study of Haridwar Natural Gas (P) Ltd.
- xix. Recommendations

Three copies of the final HAZOP report shall be submitted within one week of receipt of all comments/observations from Haridwar Natural Gas (P) Ltd on the draft HAZOP report. The final report (three copies) and a soft copy in CD are to be prepared and submitted to Haridwar Natural Gas (P) Ltd.

17. QUALIFICATION & EXPERIENCE OF TEAM MEMBERS FOR QRA & HAZOP:

The expert team shall comprise of qualified and well experienced experts.

The team shall comprise of qualified and experience persons having sufficient experience of carrying out such activities in the similar installations. One of the audit team members must be a safety professional. The experts must have technical Degree/Diploma in their respective discipline. Also experts in the team for QRA & HAZOP shall have minimum five years of experience in similar field.

18. QRA & HAZOP METHODOLOGY, PREPARATION & SUBMISSION OF THE REPORT:

- i. A kick off meeting shall be carried out at the Haridwar Natural Gas office before commencement of the job of carrying out QRA & HAZOP at different CNG Stations in Haridwar.
- ii. For carrying out QRA & HAZOP verification of documents, site visit, interaction with key personnel etc. shall be conducted by the team of experts.
- iii. The job of carrying out HAZOP shall also be clubbed along with QRA in order to minimize the loss of time for travelling & to avoid inconvenience to the experts as well as to the site personnel.
- iv. The team members should be chosen in such a way that they will be able to carry out both the jobs in combination effectively.
- v. Closing meeting shall be conducted at site & all the observations should be discussed with In-charge of the unit on completion of QRA & HAZOP before preparing report. Recommendations shall preferably be given in reference to national/international standards.
- vi. For preparing the QRA & HAZOP, site visit & interaction with the key personnel should be done as per standard and the major hazards should be discussed with the site personnel during the closing meeting.
- vii. Draft QRA & HAZOP reports shall be submitted to EIC and final reports shall be submitted after getting written confirmation from EIC.
- viii. The final QRA & HAZOP report shall be submitted in three sets and also the

- ix. CD consisting of the above reports shall also be submitted along with the hard copy.
- x. Based on wide experience of the experts, the experts should also render the guidelines / supporting documents to comply the major recommendations.

19. DELIVERABLES:

QRA & HAZOP Report (draft and final) in hard copy as well as in the form of CD.

Section: 5
Schedule of Rates (SOR)

Schedule of Rates (SOR)							
Tender No.: HNGPL/HARIDWAR/QRA-HAZOP/24-25/01							
Item No.	Activity	Estimated Quantity	Unit	Per Unit Rate Excluding GST in Rupees.	Applicable GST		Total amount including GST
					%age	Amount In Figures	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6a</i>	<i>6b</i>	<i>7 = 3 x (5 + 6b)</i>
A	Carrying out HAZOP Study for CNG Stations and DRS	15	No's				
B	Carrying out QRA Study for CNG Station and DRS	15	No's				
C	Carrying out HAZOP study for Steel Pipeline	214	inch km				
D	Carrying out QRA study for Steel Pipeline	214	inch km				
E	Carrying out HAZOP study for MDPE Pipeline	1141	inch km				
F	Carrying out QRA study for MDPE Pipeline	1141	inch km				
				Grand Total Amount incl. GST (In figures)			
Grand Total Amount incl. GST (In words):							

Sign & stamp of bidder

CUT-OUT SLIP

(To be pasted on the envelope containing EMD / Bid Security, Power of Attorney & Integrity Pact)

DO NOT OPEN – THIS ENVELOPE
CONTAINING EMD, POA & INTEGRITY
PACT

Tender : **Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA**

Tender no. : **HNGPL/HARIDWAR/QRA-HAZOP/24-25/01**

Due Date & Time : ***Upto 1400 Hrs. (IST) on 22.05.2024***

<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 Price Bid)

PRICE BID – DO NOT OPEN

Tender : Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA

Tender no. : HNGPL/HARIDWAR/QRA-HAZOP/24-25/01

Due Date & Time : Upto 1400 Hrs. (IST) on 22.05.2024

From :

M/s
.....
.....
.....
.....
.....

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 Techno- Commercial Bid)

TECHNO-COMMERCIAL BID – DO NOT OPEN

Tender : Conducting Quantitative Risk Assessment (QRA) and Hazard Operation Ability (HAZOP) Study for CGD Network in Haridwar GA

Tender no. : HNGPL/HARIDWAR/QRA-HAZOP/24-25/01

Due Date & Time : Upto 1400 Hrs. (IST) on 22.05.2024

From :

M/s

.....

.....

.....

.....

.....

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**