



HPCL LNG Limited

**REQUEST FOR PROPOSAL**

**FOR**

Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at  
Chhara LNG Terminal.

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**HPCL LNG Limited**

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**FOR**

**Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at  
Chhara LNG Terminal.**

<b>RFP NO.</b>	HPLNG/SITE/082
<b>RFP DATE</b>	As per GEM Portal
<b>BID DUE DATE</b> <b>(Both Technical Bid &amp; Priced Commercial Bid)</b>	As per GEM Portal

## TENDER NOTICE

Tender for Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal.

Sr. No.	DESCRIPTION	
1	Company / Owner	HPCL LNG Limited
2	Tender No.	HPLNG/SITE/082
3	Tender Date	As per GeM Portal
4	Description	Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal.
5	E.M.D	Not Applicable
6	Delivery Schedule/Contract Period	Within 8 Weeks (i.e., 56 Days) from the date of LOA/PO whichever is issued earlier.
7	Last date for raising query/clarification on the Bidding Document	As per GeM Portal
8	Last date & time for submission of Bids, by hand delivery, RPAD, SPEED POST or Email (password protected files) only.	As per GeM Portal.
9	Date of Opening of Technical Bids	As per GeM Portal.
10	Price of Tender Document	Nil
11	Type of tender	Through GeM Portal.
12	Qualification Criteria	Not Applicable
13	Validity of Offer/Bids	120 Days from last date for submission of Tender documents as specified above or such other extended bid submission date agreed by HPLNG.
14	Performance Bank Guarantee	Not Applicable.

15	Bids to be addressed to:	<p>Head - Contracts &amp; Procurement  HPCL LNG Limited  Priyadarshini Building, 5th Floor, A Wing,  Sion-Trombay Road, Eastern Express Highway,  Sion, Mumbai – 400022  Email: procurement@hplng.in</p>
16	Others	<p>In case a Revised priced bid is initiated for this tender, at a later date during any stage of the Tender process, it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised Bids from the Bidder within specified time period, the original bid submitted by the Bidder shall not be considered for evaluation.</p> <p>HPLNG reserves the right to reveal the contents of the Bids/Offer/any other documents, submitted by the Bidder/interested parties, during the Bid opening process.</p>

## Part-1 CHECKLIST

### Documents to be submitted as Part of Technical Bid.

The following documents shall be **mandatorily** uploaded in the same serial wise for technical evaluation along with this Checklist duly signed and sealed on each page. Failing which bid is liable for rejection.

Sr. No.	Description	Remarks	Document submitted. (YES/NO)	Reference Page No. of the Bid submitted
1	Bidder's General information	Ref: <b>Attachment-02</b>		
2	List of Technical exception & Commercial deviation if any (Format attached as Proforma A & B. <b>NOTE-:</b> <ul style="list-style-type: none"> <li>• The same shall be submitted even when NIL deviation is made.</li> <li>• Conditional bids are liable for rejection.</li> </ul>	Ref: <b>Attachment-01</b>		
3	PAN Details	Valid document needs to be submitted		
4	GST Details	Valid document needs to be submitted		
5	Undertaking for Cost Components considered in Tender.	Ref: <b>Attachment-10</b>		
6	EMD/Bid Security Declaration	Ref: <b>Attachment-04</b> Bid security declaration shall be attached.		
7	PPLC Declaration	Ref: <b>Attachment-07</b>		
8	Border Sharing Declaration	Ref: <b>Attachment-11</b>		
9	<b>PRE-QUALIFICATION CRITERIA</b>			
9.1	FINANCIAL	Documents as per Pre-qualification criteria Ref: <b>Attachment-08</b>		
10	3 level escalation matrix starting with contact details (Mobile and email) of each level for attending Operational issues.			
11	Confirm that you have not been black listed, banned or delisted	Ref: <b>Attachment-05</b>		

	by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender			
12	Self certification that Bidder is not be under liquidation, court receivership or similar proceedings.	<i>Ref: Attachment-06</i>		
13	Whether the Bidder is MSE as per MSMED Act	UDYAM registration certificate shall be submitted.		
14	Confirm that each and every page of the HPLNG tender document including SCOPE, STC, GTC/SLA, Technical Specification sheet, corrigendum/addendum (IF ANY) and its annexures if any, shall be duly signed, sealed and scanned copy is uploaded.			X
15	Confirm that all your bid documents are duly filled with the EACH PAGE duly Signed and Stamped by authorised person(s).			X
16	Confirm that above checklist is also attached along with the bid documents along with necessary documents.			X
17	Confirm that all additional annexures attached are duly signed, sealed and scanned copy is uploaded. Eg: <b>Annexure-03, etc. as per applicability.</b>			X

**Note:-**

1. *Bids received without the EMD or proof of exemption is liable to be rejected if EMD is applicable for the tender.*
2. *Any change in default format/wordings given in this Tender document other than those data input requested by HPLNG may cause the bid to be rejected.*
3. *Submission of Tender documents as such without entering any valid bidders information for respective Annexures may render the bid to be rejected.*

Attachment – 1

**EXCEPTION / DEVIATION / CONDITIONS PROFORMA**

Exceptions/deviations/conditions to the terms and conditions of Bidding Documents should be indicated here and submitted along with the technical bid subject to withdrawal of such exception(s) to be indicated in the priced Bid only. If the Bidder does not intend to take any exception / deviation then he shall mark “No Exceptions taken” in this proforma. If the proforma is left blank, then it would be presumed that Bidder has not taken any exception/deviation/condition to the terms and conditions of the Bidding Document. Company shall not take cognisance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

**Proforma A (Attach to Unpriced Technical Bid)**

**Bidding Document No. \_\_\_\_\_ (Bidder to mention the Bidding Document No.)**

Section No, Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a cost impact? **	Effect on commencement date
			<b>Yes / No</b>	

\*\* Please do not indicate the price impact, if any, here.

**PROFORMA B (Attach to Unpriced Technical Bid)**

**Bidding Document No. \_\_\_\_\_ (Bidder to mention the Bidding Document No.)**

Section No., Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a cost impact? **	Effect on Commencement Date
			<b>Yes / No</b>	

Attachment – 2

**General Information Form**

Bidder's Name

Contact Person's Name

Phone / Fax Nubmer

Email ID

Address Line 1

Address Line 2

Address Line 3

Postal Code

Country

**Category**

Corporate / Non - Corporate

Service / Supply/Composite

**Tax Details**



Goods and Services Tax Identification Number  
(‘GSTIN’)

Note: GSTIN would be required of all the states  
from where billing would happen

Permanent Account Number (copy of PAN Card to be provided)

Provident Fund No. (Copy of monthly challan to be provided)

Professional Tax No.(Copy of monthly challan to be provided)

ESIC No. (Copy of monthly challan to be provided)

Workmen Compensation Policy No. (Copy of policy to be provided)

### Bank Details

Bank Name

Bank Branch

Bank Code (IFSC)/ Swift Code

MICR Code

Bank Account Number

Bank Account Type

Bank Type

**All fields are Mandatory**

**Verification**

I/We, \_\_\_\_\_, hereby certify that all the particulars furnished above are correct and complete.

Place:

**Signature with Seal**

Date:

**Name and designation**

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**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF  
AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub:** Undertaking of authenticity of information/documents submitted

Ref: Your tender No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

The Head (C&P)  
HPCL LNG Limited,  
Mumbai.

Sir,

I/we hereby undertake that the entire information furnished/given to you in our bid and attachments are true to the best of our knowledge and belief and nothing therein is false.

I/We further undertake, that if it is found during the tender stage (before accepting our bid/placement of Purchase Order by HPLNG) that any information or document furnished/submitted by us is false/forged/fraudulent or incorrect, then we agree that HPLNG shall be free to reject our tender/ bid. If the same is found to be false/forged/fraudulent or incorrect during any stage after accepting of our bid/placement of Purchase Order, then HPLNG shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. HPLNG shall have the right to recover the differential amount between the rates of our contract and the rates at which HPLNG is compelled to procure from the alternate source, if the latter rate is higher. To this effect, the recovery can be made by HPLNG by encashing any bank guarantee that we may have submitted or from any pending bills under this contract or any other contract with HPLNG. Further HPLNG shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

I/we further undertake as and when called upon by HPCL LNG Limited, to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

**DECLARATION FOR BID SECURITY**  
**[ Only for bidders to whom EMD exemption is allowed as per Govt standing guidelines]**

**(To be typed on the letter head of the bidder)**

To,

Head-C&P  
M/s HPCL LNG LIMITED

SUB:

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 policies of HPLNG 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 HPLNG 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
  - iii. tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Yours faithfully,

For (type name of the firm here)  
Signature of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

**Note:** Bidders to take note that this certificate is to be issued only in case EMD exemption is requested. Necessary proof of EMD exemption such as MSME certificate bearing UDYAM number shall be attached. Failing which bid is liable for rejection.

**(The following declarations should be typed *on the letter head* of the tenderer and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)**

**DECLARATION NON-BLACKLISTED / NON BANNED/NON HOLIDAY LISTED PARTY ETC.**

**WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR BLACK LISTED OR DELISTED OR HOLIDAY LISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PUBLIC SECTOR UNDERTAKINGS.**

**Yours faithfully,**

**For (type name of the firm here)**

Signature & Seal of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

**Note:**

If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, this fact must be clearly stated with details. If this declaration is not given along with the UNPRICED Bid, the tender will be rejected as non-responsive.

**(The following declarations should be typed *on the letter head* of the tenderer and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)**

**DECLARATION NON-LIQUIDATION / COURT RECEIVERSHIP ETC.**

**WE M/s .....CONFIRM THAT WE ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS**

**Yours faithfully,**

**For (type name of the firm here)**

Signature & Seal of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

**Note:**

If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, this fact must be clearly stated with details. If this declaration is not given along with the UNPRICED Bid, the tender will be rejected as non-responsive.

**DECLARATION/ UNDERTAKING FOR AVAILING PURCHASE PREFERENCE POLICY**  
**(To be typed on the letter head of the bidder)**

Bidders are requested to select 'Yes' or 'No' by putting '√' mark and Strike off whichever is not applicable against declaration column below.

Sr. No	Parameter	Declaration	Remarks
1	We confirm that our offer is in compliance to Policy to provide purchase preference (linked with local content) as per the provision of enquiry.	YES/NO	
2	We meet the mandatory minimum Local content requirement of 50% (as per Policy) specified for claiming Purchase Preference under policy to purchase preference (linked with local content)	YES/NO	
<p>Note:</p> <p>a) Where the total quoted value is INR 10 Crore or above, the bidder claiming the Purchase Preference applicable under policy to provide purchase preference (linked with local content) in addition to above format shall be required to furnish Certificate from the Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant, as applicable, as per the provision of PP-LC policy of GoI updated from time to time.</p>			

**Yours faithfully,**

**For (type name of the firm here)**

Signature & Seal of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

**Note :**

This undertaking shall be certified by the authorized signatory of the bidder having the Power of Attorney.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH****TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD**

This is to certify that the following financial positions extracted from the audited financial statements of.....(Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)	PROFIT In INR (Rs.)
FY 2023-24			
FY 2022-23			
FY 2021-22			
FY 2020-21*			

\* Only if the balance sheet/Financial Statements for the financial year 2022-23 have actually not been audited as on the Original Bid Closing Date

Average annual financial turnover in the last 3 financial years, ending 31st March 2024 (2021-22, 2022-23 & 2023-24) is.....(In Rs) and in Words.....

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

Signature:

Unique Document Identification Number (UDIN):

**Note:**

1. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
2. Additional Documents sought in PQC such as Copies of audited Annual Reports / Balance sheet and Profit & Loss account for the last three financial year ending March 2023 shall be attached along with Technical Bid.



**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN CASE BALANCE SHEET/FINANCIAL SHEET FOR THE FINANCIAL YEAR 2022-23 HAVE ACTUALLY NOT BEEN AUDITED AS ON THE ORIGINAL BID CLOSING DATE**

(To be typed on the letter head of the bidder)

I ..... (the authorised signatory) of  
M/s.....  
(Company or Firm name with Address) do hereby solemnly affirm and  
declare/undertake as under

The balance sheet/Financial Statements for the financial year 2022-2023 have not  
been audited as on original Bid closing date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**Note:** Bidders to take note that this certificate is to be issued only in case the last financial year closing date is within 9 Months of Bid Due Date and audited annual report of immediately preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

(To be typed on the letter head of the bidder)

DECLARATION

I, \_\_\_\_\_, being proprietor / partner / Director /authorized representative of M/s \_\_\_\_\_, do hereby solemnly affirm and state as under:

I, am submitting the tender for “Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal” against GeM Tender Notice Number \_\_\_\_\_ Dated - DD - MM -2024.

That the price bid is unconditional and quoted rate is inclusive of

- a. Supply as well as Site Installation & Successful Handover to HPLNG Engineer-In Charge.
- b. I/We have understood the Complete Tender Scope and accept to submit all the required accessories for Completion of the Tender Scope such as Consumables for necessary fittings, Cotter Pins, Locking cage etc.
- c. Charges for Load test certificate (Form-10) issued by Govt approved Third party inspector as per Factory rules.**

Signature of Authorized Signatory Name:

Designation:

Phone:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**DECLARATION/ UNDERTAKING FOR BORDER SHARING DECLARATION**  
**(To be typed on the letter head of the bidder)**

**DECLARATION BY BIDDERS**

Department of Expenditure, Ministry of Finance, Govt. of India vide OM has amended Rule 144 of GFR by inserting a clause (xi) under Fundamental Principles of public buying (for all procurements including procurements of works) wherein the following has been inserted:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders and from a country or countries, or class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

Further, the above-referred OM mandates that the above amended is also applicable to Central Public Sector Enterprises. Consequent to the amendment, DoE, MoF vide their OM has imposed certain restrictions in public procurement under Rule 144 (xi) of GFR.

Based on the restrictions imposed the following confirmation is sought from all prospective bidders:

1. Bidder from a country which shares a land border with India' shall include: (a) an entity incorporated, established or registered in such a country; (b) a subsidiary of one or more entities as per (a) above; (c) an entity substantially owned or controlled by one or more entities as per (a) above; (d) an entity whose beneficial owner is situated in such a country; (e) an Indian or other agent of such an entity; (f) a natural person who is a citizen of such a country; (g) a consortium or JV where any member thereof falls under any of the above. The term "substantially owned or controlled" shall mean, in the case of a Company/LLP or artificial juridical person, ownership/ entitlement whether directly or indirectly, of shares or capital or profits of 25% or more of the entity and in case of a firm or unincorporated JV, ownership/ entitlement whether directly or indirectly, of shares or capital or profits of 15% or more of such firm or unincorporated JV.

2. Notwithstanding the above, no bidder from a country which shares a land border with India will be eligible to bid unless the bidder is Registered with the Competent Authority in the Government of India, which is presently the Registration Committee constituted by the Department for the Promotion of Industry and Internal Trade. For the purposes of this clause, "bidder" shall mean any person, firm, company, member of a consortium/ JV, any other artificial juridical person and includes any agency, branch or office owned or controlled by such person/firm/company, etc.

3. If any question/ issue arises in respect of the above, the interpretation of Owner shall be final and binding on this issue and shall not be called in question by the Bidder. To the extent possible, the Owner shall be guided by any Orders/ Circulars/ Guidelines issued by the Govt. of India on the subject". Further that, "No bidder, if successful, shall be permitted to sub-contract any work to an entity, which is other prohibited from bidding or not eligible to bid on account of the above restrictions or on account of it being blacklisted/ holiday listed by the Owner/Govt. of India.

4. Any additional confirmation that is required to meet the requirements of the above-referred OM on the restrictions imposed in Public Procurements may also be sought during the process of tender until the placement of Order. Any bids that are not in conformity with this shall be liable for rejection. The bidders shall confirm acceptance to this.

5. Action against bidders in the event of false declarations shall be treated as per terms and conditions of tenders.

Signature of the Bidder

**Note:**

In case at any stage, if it is found the above certification given by the bidder is false, their bid shall be rejected and shall be liable for other actions like placement on suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with law/ provision of bidding document including suspension/ banning and encashment of PBG.



## **SECTION I - BIDDING PROCEDURE**

**Bidding Document for Selection of Vendor for Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal.**

<b>SECTION – I</b>	<b>: BIDDING PROCEDURE</b>	<b>3</b>
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15.	<b>PERFORMANCE BANK GUARANTEE</b>	<b>7</b>
16.	<b>PARENT COMPANY GUARANTEE</b>	<b>8</b>
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18.	<b>RIGHT TO ACCEPT OR REJECT BID</b>	<b>8</b>
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21.	<b>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BIDS</b>	<b>9</b>
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## **SECTION – I : BIDDING PROCEDURE**

### **1. INTRODUCTION**

#### **1.1 The Company:**

HPCL LNG Limited ("**HPLNG**" or "**Company**"), a wholly owned subsidiary of Hindustan Petroleum Corporation Limited ("**HPCL**"), propose to set up a 5 MMTPA land-based LNG Regasification Terminal (as hereinafter defined) at the Chhara port in Gujarat.

#### **1.2 The Project:**

HPLNG plans to set up the Chhara LNG Terminal with a capacity of 5 MMTPA at Chhara in Gujarat on the west coast of India. It will have provision for modular addition of equipment to enhance the capacity to 10 MMTPA in the future.

### **2. INVITATION TO BID**

HPCL LNG Limited ("Company") invites Bids for Selection of Supplier/Contractor for Supply of Material/Equipment/Services/Works to be supplied/performed by the Supplier/Contractor, as set out in Section III.

### **3. SCOPE OF SUPPLY/SERVICES**

This Bidding Document is issued for Supply of Material/Equipment/Services/Works to be supplied/performed by the Supplier/Contractor, as set out in Section III.

### **4. BIDDING DOCUMENT PACKAGE RECEIPT ACKNOWLEDGEMENT**

NOT APPLICABLE

### **5. GENERAL INSTRUCTIONS**

The General Terms and Conditions in Section-II of this Bidding Document.

For Scope of Supply please refer Section-III of the Bidding Document.

In formulating the Bid, Bidders shall have full regard to the instructions to bidders in this Section-I, terms and conditions given in Section-II, the requirements and detailed scope of supply given in Section – III of the Bidding Document. All Bids will be deemed to have been made after taking into account all the provisions of the Bidding Document.

Bidders may seek clarifications on any part of the Bidding Document. However, it should be done as per the period mentioned in the Tender Invitation (if any).

Once a Bid is submitted no changes, amendments or variations will be permitted except where a clarification is sought from Company, or the exceptions of the Bidder as finally accepted by Company.

6. **TWO BID SYSTEM**

As per GeM Portal criteria.

7. **NO CLAIM FOR THE LACK OF FAMILIARIZATION**

Each Bidder shall fully familiarise itself with the Site conditions and all the requisite statutory provisions for executing the Supply before submitting its Bid.

The Bidder is responsible for checking the accuracy, adequacy and sufficiency of this Bidding Document for carrying out any additional study(ies) and re-assessment/verification, if required, at its own cost and risk.

No claim for financial or any other adjustment to the Price Bid shall be entertained on account of lack of clarity or knowledge of any of the aforesaid factors.

8. **FAMILIARIZATION OF LAWS**

All Bidders shall be solely responsible to comply with all Applicable Law and regulations pertaining to the Supply of material/equipment including obtaining and maintaining all Authorisations to fulfil their obligations under the Bidding Document and Contract. Non-awareness of any Applicable Law shall not be valid ground for any Bidder to request for any change.

9. **INSTRUCTIONS FOR FILLING IN THE BID**

9.1 Bids shall be submitted online only at GeM website. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Any bid document submitted through mail or Hard copy submission shall not be considered in bid evaluation.

9.2 Bidder shall submit the Bid documents in its entirety, complete in all respects together with all Attachments and Schedule. Any additional information, which the Bidder wishes to submit, shall be attached as an addendum to Technical bid. If the space in the Bid form or in the attachments is insufficient, additional pages shall be separately added. When some of the items are not being bid for, the corresponding space in the statement showing the schedule of rates should be filled by the words "not quoting".

9.3 The Bids have to be submitted in the same language and format of the Bidding Document complying with all the requirements, conditions and specifications without any deviations



and exceptions. However, exceptions, if any, taken to the Bidding Document provisions, affecting the Bid prices or not, must be given clearly in the format given in Attachment - 2 of this Section-I. If no exceptions are taken then Attachment - 2 shall be marked “No Exceptions Taken”.

9.4 The technical bid shall not contain any price information and the section relating to price information shall be left blank.

Company shall not take cognisance of any exceptions elsewhere in the Bid including any unpriced technical bids or priced bids or in any attachments to the Bid.

9.5 The Bidder's offer/Bids and any annotations or accompanying documentation shall be in English language only.

9.6 The Bidder shall sign each page of the Bid document. The Bidder shall clearly indicate its legal constitution and ability to bind the Bidder. The power of attorney or authorisation, or any other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the Bid. Company may reject any Bid not supported by adequate proof of the signatory's authority.

**10. PRICE**

In GeM portal.

**11. CURRENCY OF THE BID**

Bidder shall bid in Indian Rupees (INR) only.

**12. TIME SCHEDULE**

Bidder to follow the delivery schedule detailed in Section III for performance of Scope of Supply given in Section-III.

**13. VALIDITY PERIOD OF OFFER**

The Bid shall be kept unconditionally valid for acceptance for a period of one hundred and twenty (120) Days from the Bid due date or any extended date as communicated by the Company. During the said period, the Bidder shall not revoke or cancel his Bids or vary the Bids except and to the extent required by Company in writing.

**14. BID BOND**

The Bidder shall submit a Bid Bond/Earnest Money Deposit (EMD) as per tender by crossed account payee Demand Draft/Pay Order/ Bank guarantee (valid for 180 days from due date of tender) drawn on any Nationalized / Scheduled banks other than Co-operative banks in favour of “HPCL LNG LIMITED” payable at Mumbai. EMD shall be submitted in physical form in a sealed cover boldly super-scribed on the outer cover.

i) Tender No.

- ii) Item Description
- iii) Due date and time
- iv) Name of the Bidder.

It shall be sent by Registered Post/Courier at following address so as to reach on or before the due date and time of the tender:

Saurabh Rampal – Head (Contracts and Procurement)  
 HPCL LNG Limited  
 Priyadarshini Building, 5th Floor, A Wing,  
 Sion-Trombay Road, Eastern Express Highway,  
 Sion, Mumbai – 400022  
 Email: [procurement@hplng.in](mailto:procurement@hplng.in)

HPLNG will not be responsible for non – receipt of EMD due to postal delay/loss in transit etc., Cheques, Cash, Money Orders, Fixed deposit Receipts, etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD / Pending Dues / Bills / Security Deposits of other contracts etc. will not be accepted towards EMD.

BG contains following details:

<b>Details</b>	<b>Description</b>
Beneficiary's name	HPCL LNG Limited
Beneficiary's Bank name	State Bank of India-Construction Account
Beneficiary's Branch Name	CAG Branch Fort
Beneficiary's Account no.	40761341946
Bank's IFSC Code	SBIN0009995

**Exemption from EMD:**

Public Sector Enterprises are exempted from payment of EMD.

The proof that the Bidder is PSE must be submitted along with the Technical Bid.

Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) registered with District Industries centre or Industry Dept. are exempted from payment of EMD, subject to: Registration certificate being valid as on Due date of tender and submission of.

Such Bidders must upload self-attested photocopy of valid UAM/ Udyam Registration Certificate.

The EMD is liable to be forfeited, and party shall be barred for a period of one year from due date of this tender for taking part in any tender floated by HPLNG in future, in the event of:

- Withdrawal of offers during the validity period of 120 days from the due date /extended due date if any, of the tender.
- Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- Nonpayment of Security Deposit cum Performance Guarantee amount, against LOAs / POs within the stipulated period of 15 days from date of placement of LOAs / POs, whichever is earlier.
- Non acceptance of LOA/Purchase Orders.

Parties who have opted for exemption from submitting the EMD, shall be barred for a period of one year from due date of this tender for taking part in any tender floated by HPLNG in future, in the event of:

- Withdrawal of offers during the validity period of 120 days from the due date /extended due date if any, of the tender.
- Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- Nonpayment of Security Deposit cum Performance Guarantee amount, against LOAs /POs within the stipulated period of 15 days from date of placement of LOAs / POs, whichever is earlier.
- Non acceptance of LOA/Purchase Orders.

**Bids received without the EMD or proof of exemption is liable to be rejected if EMD is applicable for the tender.**

#### **15. PERFORMANCE BANK GUARANTEE**

The successful Bidder (herein also referred to as the "Supplier") shall, within Twenty (20) Days of the date of award of Contract, furnish a performance bank guarantee ("Performance Bank Guarantee") from a reputed bank previously approved by Company and strictly as per the form and language set out in Attachment 4. As part of its Bid, Bidder shall notify Company the identity and location of the bank which would issue the Performance Bank Guarantee if its Bid is successful.

The cost of issuing and maintaining the Performance Bank Guarantee shall be borne by the Contractor. Failure of the Contractor to comply with the requirements of this Section 15 shall constitute sufficient grounds for the cancellation of the Contract.

**16. PARENT COMPANY GUARANTEE**

Not Used.

**17. BID CLOSING DATE**

As per GeM Portal.

**18. RIGHT TO ACCEPT OR REJECT BID**

Company reserves the right to accept or reject any Bid, wholly or in part, and/or cancel the Tender without assigning any reason for the same. Company will not assume any liability due to rejection of any Bid, wholly or partially.

Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self certificate in this regard. Bidder who is found to be under court receivership or similar proceeding as per above declaration, then their offer shall not be considered for further evaluation.

In case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in deviation sheet, but elsewhere and is not withdrawing those deviations, Company shall reject his bid and forfeit the EMD/Bid security of the bidder in such cases.

**19. EVALUATION OF BIDS**

1.3 The evaluation of Bids shall be on overall L1 Basis and in its evaluation of Bids, Company shall give due weight, as determined by Company in its sole discretion to the technical competency, works schedule, previous performance record, current and anticipated work load, price, payment terms, expertise, number and nature of any exceptions/deviations and any other matter that Company considers relevant in its sole discretion. The decision of Company in relation to the evaluation of Bids shall be final and binding on all Bidders and shall not be subject to dispute by Bidders under any circumstances.

1.4 Any effort by Bidder (or any local agent or representative) to influence Company, its advisors or their respective employees during the process of clarification, determination of responsiveness, evaluation and comparison of Bids, or in decisions concerning the determination of the successful Bidder, may result in rejection of the Bid.

1.5 **PRE-QUALIFICATION CRITERIA: REFER SECTION I.I (If applicable)**

**20. AWARD OF CONTRACT**

The Company reserves to itself the right to accept any bid in part or split the Supply between two or more bidders. The Bidder shall consider such condition of split of Supply while submitting the proposal under this Request for Proposal.

The draft Contract/General Terms and Conditions in Section-II of this Bidding Document may require a few modifications as a result of award of Purchase Order as above. In addition, Price Schedule will be modified as a result of Bidder's proposal. The successful Bidders shall be informed about the changes that are required in the draft Contract including Price Schedule.

## **21. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BIDS**

- 21.1 Documents along with Technical Bid:  
As per Checklist enclosed in GeM Portal.
- 21.2 Documents along with Price Bid:  
– As per GeM Portal.

## **22. CORRESPONDENCE / INQUIRY**

**Any and all inquiries/ clarifications shall be directed only via GeM Portal as per guidelines in GeM.**

Saurabh Rampal – Head (Contracts and Procurement)  
HPCL LNG Limited  
Priyadarshini Building, 5th Floor, A Wing,  
Sion-Trombay Road, Eastern Express Highway,  
Sion, Mumbai – 400022  
Email: procurement@hplng.in

## **23. BID RELATED COSTS**

All costs & expenses incurred by the Bidder towards preparation, submission, clarifications, negotiation, revision, visit to Company's office and/or Site etc. of the Bid will be to Bidder's account and Company shall in no case be liable to reimburse the Bidder for any such costs regardless of the conduct or outcome of the bidding process.

## **24. CONFIDENTIALITY**

The Bidder and his employees, agents and sub-contractors and the employees, agents of the Sub-contractors and all other person/parties who are involved in this bidding process by the Bidder, shall treat maps, plans, charts, designs, drawings, photographs, data, reports, tests, specifications, methods, and other information developed or acquired by the Bidder from or by means of the Bidding document or any facility extended to the Bidder pursuant thereto or the award of Contract or any of them or otherwise disclose or

make available to the Bidder or any of the aforesaid persons report, as confidential information. Moreover any such information shall not be disclosed or reproduced or distributed by the recipient to third parties, other than in confidence to the Bidder's professional advisors.

The Bidder hereby undertakes and agrees that any confidential information (including the Bidding Document) provided to the Bidder shall be, at the option of the Company, either destroyed by the Bidder or alternatively promptly returned to the Company. The Company may require any Bidder to provide evidence (in a form satisfactory to the Company) that all requirements in this respect have been fully complied with.

**25. OWNERSHIP OF BIDS**

Each Bid, including any and all supporting documents submitted therewith and all written material pursuant to the Bidding Document and/or in connection with bidding process, once submitted, shall become the property of Company in all respects and the Company shall not be required destroy or return the same or any part thereof even if such Bid is rejected. Provided that any intellectual property right contained in such Bid will remain the property of Bidder (all other person as appropriate) submitting that Bid. Moreover, upon submission of its Bid, each Bidder is deemed to have licence and authorise the Company, its officers, employees, advisers, bankers, investors, consultants, representative and agents to copy, adapt, disclose or to use, as the Company may deemed fit, all information and material contained in the Bid for the purpose of Project. Such licences and authority deemed to be given to the Company shall be on royalty free basis, in perpetuity and without any restriction with respect to territory.

For better clarity, it is hereby expressly clarified that the Company and its officers, employees, advisers, bankers, investors, consultants, representative and agents may make as many copies of the Bid and all other written material submitted by the Bidder pursuant to or in connection with Project as they, in their sole discretion, may require.

**26. GOVERNING LAW**

This Bidding Document and all the Addenda shall be construed in accordance with Laws of India and the Parties hereby submit to the exclusive jurisdiction of the courts at Ahmedabad, India.

**SECTION – II : GENERAL CONDITIONS OF PURCHASE/SERVICES/WORKS**

**Attached Separately**

**SECTION – III : SCOPE OF SUPPLY, STC , TECHNICAL SPECIFICATIONS & ANNEXURES**

**Attached Separately**



## **HPCL LNG Limited**

(100% SUBSIDIARY OF HINDUSTAN PETROLEUM CORPORATION LIMITED)

### Section I.I

#### **BID QUALIFICATION CRITERIA**

**Supply and Installation of Man Basket in Existing 15 Ton Mobile  
Crane at Chhara LNG Terminal**



## 1. INTRODUCTION (HPLNG):

HPCL LNG Limited (HPLNG) is a wholly owned subsidiary of Hindustan Petroleum Corporation Limited (HPCL), a Maharatna Public Sector Undertaking. The company is constructing Chhara LNG Terminal at Chhara Port, Gujarat and will also operate the terminal.

## 2. BRIEF DESCRIPTION OF MATERIAL:

Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal at Chhara LNG terminal meeting Technical specifications as given in this Tender.

## 3. Bid Qualification Criteria (BQC):

3.1. Bidders shall meet BQC -Financial & BQC- Technical criteria values as specified below

### 1. Financial:

The Bidder must have an average annual financial turnover of at least Rs. 26,100 in the last 3 financial years, ending 31st March 2024 (2021-22, 2022-23 & 2023-24). Average turnover shall be determined by summing up the annual turnover of each of the 3 financial years and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria.

### 2. Technical:

**NOT APPLICABLE.**

### Note:

- ~~1. The above criteria to be met for qualification of applicants. The vendor shall submit job completion report as the proof for completed works.~~
2. Criteria for prior experience and prior turnover (PQC) to be relaxed by 15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services.
3. Value of the completed Work orders shall be the basic Value (exclusive of all the Taxes/Levies).
4. Non-submission of PQC documents may render the bid to be rejected.

### A. Information/Documents required along with Technical Bid:

- 1) Following documents are required to be submitted as proof of meeting pre-qualification criteria [Clause no. 3.1 (1.0) (Financial)]:

Copies of audited Annual Reports / Balance sheet and Profit & Loss account for the last three financial year ending March 2024.

**Note-:**

In case the last financial year closing date is within 9 Months of Bid Due Date and audited annual report of immediately preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

**Example,**

In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is upto 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

- 2) ~~Following documents are required to be submitted as proof of meeting pre-qualification criteria [Clause no. 3.1 (2.0) (Technical)]~~
- ~~a. Copy or original Purchase/work Order/certified bills (with values) from client/owner/project consultants along with their completion certificate. The Purchase/work Order and completion certificate should mention the details of jobs carried out by the applicant to enable us to identify whether the applicant meets the technical criteria stipulated above or not.~~
  - ~~b. Any other document certified by the owner/client (for whom the job has been executed) specifically having mention of the jobs carried out in support of meeting the technical criteria stipulated above.~~
  - ~~c. Uploading of irrelevant documents may lead to disqualification of bid.~~
- 3) Copy of MSME registration. UAM/ Udyam Registration Certificate having UDYAM registration number shall be attached to avail MSE benefits.

The Applicant shall be in a position to furnish the original documents towards copies submitted in respect of Clause No. 3.1 (1.0) (Financial) & Clause No. A(2.0) (Technical) as and when required and asked to produce during the process of evaluation. This also involves Copy of Schedule of Rates (SOR), relevant pages of Contracts, Copy of relevant pages of final bill certified by OWNER for establishing requirement of BQC or written letter from Owner specifying the nature of work or any other document as requested by HPLNG.

Copies of Excise, VAT invoice, GST invoice, Customs document, purchase order, purchase agreement and relevant pages of contract as applicable as supporting documents to be submitted in support of the above claims and copies submitted shall be duly notarised.

**Please note:**

If the documents in respect of Clause No. 3.1 (1.0) and 3.2 (2.0) submitted by the bidder for BQC compliance are in foreign currency, then the same will be evaluated basis the currency conversion rate (RBI reference rate) prevailing as on that date of the document. e.g. Date of purchase order etc.

## **SECTION – II**

# **GENERAL TERMS AND CONDITIONS OF SUPPLY**

## HPLNG GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

### 1. PRELIMINARY

- 1.1. This is a Contract for execution of job as defined in tender document at the specified location.
- 1.2. The tenderer for the abovementioned supply is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3. The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4. It is the clear understanding between HPCL LNG Limited and the tenderer that in case the bid of tenderer is accepted by HPCL LNG Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5. Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6. Special conditions of Contract: The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable. It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.
- 1.7. **The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)**
  1. **Contract Agreement**
  2. **Detailed Letter of Acceptance along with its enclosures**
  3. **Letter of Award / Fax of Acceptance**
  4. **Job Specifications (specific to particular job only)**
  5. **Drawings**
  6. **Special Conditions of Contract**
  7. **Technical Specifications**
  8. **Instructions to Bidders**
  9. **General Conditions of Contract**
  10. **Other Documents**

**Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.**

### 2. DEFINITIONS

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:

- b. The Company means HPCL LNG LIMITED, a company incorporated in India having its registered office at HPCL Regional Office, Petroleum House, Behind Memnagar Fire Station Navrangpura, Ahmedabad – 380 009 Gujarat, India and shall include its successors and assignees.
- c. “Goods / Materials”: Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. “Vendor / Seller / Supplier”: Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. “Contractual Delivery Date”: Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. “Inspectors”: Inspectors deputed by Company.
- g. ‘Total Order Value’ means:-
  - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
  - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. ‘Total Order Value’ shall be considered for the purpose of calculation of:
  - 1. Price reduction on account of delay
  - 2. Performance bank Guarantee Amount
  - 3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

### **3. REFERENCE FOR DOCUMENTATION**

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

### **4. CONFIRMATION OF ORDER**

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

### **5. SALES CONDITIONS**

With Vendor’s acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

### **6. COMPLETE AGREEMENT**

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Company and the Vendor.

### **7. INSPECTION-CHECKING-TESTING**

- a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials

at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.

- b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Company.
- c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
- d. The vendor shall inform the Company at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
- e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
- g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Company and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
- h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Company shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

## **8. OFFICIAL INSTITUTIONAL TESTING**

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Company at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Company and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

## **9. WEIGHTS AND MEASUREMENTS**

- a. All weights and measurements recorded by the Company on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
  - i. Unit net weight
  - ii. Unit gross weight (packing included)
  - iii. Dimensions of packing.

## **10. DESPATCH INSTRUCTIONS**

- a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.

- b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Company due to Vendor's booking the material under a wrong classification shall be to Vendor's account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Company's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- e. Company reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Company.

#### **11. OILS & LUBRICANTS**

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Company (HPLNG) shall be used. The Vendor shall also recommend the quality / quantity of oils and lubricants required for one-year continuous operation.

#### **12. SPARE PARTS**

- a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.
- b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

#### **13. PACKING AND MARKING**

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:
  - i. From: Address of Supplier / Sub-supplier.
  - ii. For: HPCL LNG Ltd..... (location)
  - iii. Item:
  - iv. Package No.: .....of total packages
  - v. Dimensions: .....(Dimensions of each package)
  - vi. Weight:..... (Weight of each package)
  - vii. Special Instruction for storage, if any.
  - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
  - ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
    - 1. Mandatory Spares.
    - 2. Commissioning Spares.

#### **14. SHIPMENT AND SHIPMENT NOTICES**



- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Company by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

#### **15. CONTROL REGULATIONS**

The supply, despatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Company disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

#### **16. TRANSIT RISK**

Transit Risk insurance shall be covered by the Company. The Vendor shall advise the despatch particulars to Company immediately after shipment.

#### **17. RESPECT FOR DELIVERY DATES.**

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Company. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

#### **18. PRICE REDUCTION FOR DELAYED DELIVERY**

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

NOTE :

- a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

#### **19. FORCE MAJEURE**

**Circumstances leading to force majeure**

- 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 are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works 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.**

- **Notification of Force Majeure**

Contractor 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.

- **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.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure. The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

## **20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Company. The Company shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Company for such disposal shall be to the account of the Vendor. The freight paid by the Company, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Company before the rejected materials are removed by the Vendor.
- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Company. The time taken for replacement in such event will not be added to the contractual delivery period.

## **21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE COMPANY**

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
  - i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
  - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Company.
  - iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
  - iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
  - v. Equipment erected by the Vendor: On temporary acceptance at job site.
  - vi. Equipment commissioned by the Vendor: On taking over by the Company for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

## **22. PRICE**

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even

though it might be necessary for the order execution to take longer than the delivery period specified in the order.

- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess, which are leviable by law on sale of finished goods to Company. The nature and extent of such levies shall be shown separately.**
- c. Anti-Profitteering Clause – GST Act anti-profitteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.**

### **23. TAXES & DUTIES:**

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Company as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Company shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Company shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.**
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Company on account of supplier's failure to avail concessions shall be borne by Supplier.**
- c. The vendor shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities with in the due dates, filing of returns with the due dates etc. to enable HPLNG to take Input Tax Credit. In case of imports, vendors shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPLNG to take Input Tax Credit.**
- d. In case, HPLNG is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)**
- e. Vendor shall be responsible to indemnify the Company for any loss, direct or implied accrued to the Company on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.**

### **24. CUSTOMS DUTY (CD) VARIATION**

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Company shall reimburse the increase in taxes and duties at actuals against satisfactory supporting documents.**
- b. All downward variations in the rates of all such duties shall be to Company's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Company for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).**
- c. Custom Duty variation shall be paid by Company up to the limit of maximum CIF value of imported components as indicated in the offer.**

- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

## **25. FOREIGN EXCHANGE (FE) VARIATION**

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.
- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Company's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty, FE variation etc. shall be reimbursed only for the actual import carried out.
- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.
- i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:
  - i. The actual remittance rate.
  - ii. SBI Bill selling rate on the date of CDD.

## **26. TERMS OF PAYMENT**

- a. The following payment terms shall be applicable:
  - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. At HPLNG shall be paid within 7 days of receipt of bill.
  - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPLNG has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPLNG bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
  - i. Delivery Challan / Lorry Receipt.
  - ii. Manufacturer's Test Certificate
  - iii. Inspection/Clearance report
  - iv. Manufacturer's Guarantee Certificate
  - v. Performance Bank Guarantee for 10% Basic Order Value

- vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPLNG will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from **a bank in India from the list of banks whose bank guarantees are acceptable to the Company (list enclosed)** and as per HPLNG's proforma.
- h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

## **27. RECOVERY OF SUMS DUE**

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Company shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Company and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Company on demand the balance remaining due.

## **28. CHANGES**

The Company has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

## **29. CANCELLATION / RISK PURCHASE CLAUSE:**

- a. The Company reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
  - i. The vendor fails to comply with the terms of this purchase order.
  - ii. The vendor fails to delivery the goods on time and / or replace the rejected goods promptly.
  - iii. The Vendor becomes bankrupt or goes into liquidation.
  - iv. The vendor makes a general assignment for the benefit of creditors.
  - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Company for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Company.
- c. Therefore, in case of Termination of the contract, Company shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Company shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.
- d. The provision of this clause shall not prejudice the right of the Company from invoking the provisions of clause "Delayed Delivery" as a fore said.

## **30. PATENTS AND ROYALTIES**

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Company from any legal action or claims regarding compensation for breach of any patent rights.

### **31. PERFORMANCE GUARANTEE**

- a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with despatch documents. You will furnish Performance Bank Guarantee in favour of HPLNG issued **by a bank from the list of banks whose bank guarantees are acceptable to the Company (list enclosed)** for 10% value of the material supplied and valid during the above guarantee period.
- b. Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks). Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:
  - All items (other than CVR items) : 10% of PO value
  - For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period.

### **32. NON WAIVER**

Failure of the Company to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Company to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Company act as waiver of the terms hereof.

### **33. NON ASSIGNMENT**

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Company.

### **34. PART ORDER/ SPLIT ORDER / REPEAT ORDER**

Vendor hereby agrees to accept part orders, split order at Company's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

### **35. VENDOR'S DRAWINGS AND DATA REQUIREMENT**

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

### **36. TECHNICAL INFORMATION**

- a. Drawings, specifications & details shall be the property of the Company and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Company.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and

supplied to the Vendor by the Company shall at all times remain the absolute Property of the Company.

### **37. SERVICES OF VENDOR'S PERSONNEL**

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train a few of the Company's personnel for the operation and maintenance of the equipment if required, by the Company. The terms and conditions for the services of the Vendor shall be mutually settled.

### **38. VENDOR'S LIABILITY**

The Vendor's workmen or employees shall under no circumstances be deemed to be in Company's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Company premises or elsewhere and agrees to indemnify the Company against any such claim or claims if made against the Company and all cost (as between attorney and client) of proceedings, suits or action which the Company may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

#### **a. LIMITATION OF LIABILITY**

**Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.**

### **39. COMPANY'S MATERIAL**

- a. Company's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value there of strictly in the manner and as per proforma of bank Guarantee approved by the Company.
- b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Company issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Company to the Vendor shall be returned by the Vendor to the Company or if the Company so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Company may stipulate and the Vendor shall pay to the Company the sale proceeds of the material so disposed by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Company and the Vendor.

### **40. GUARANTEE FOR SPARE PARTS:**

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires.
- b. The seller shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints , drawings of spare parts and specification of materials at no

extra cost to the Procurement , if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.

- c. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

#### **41. DISPUTE RESOLUTION**

##### **(A) Discussions and Resolution**

**(i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPLNG of the concerned department and the Director/ Owner / authorized Senior Official of the contractor/supplier for an amicable solution.**

**(ii) If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.**

##### **(B) CONCILIATION**

**(i) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL/HPLNG, as amended from time to time.**

**(ii) The Conciliation Rules, 2019 of HPCL/HPLNG and any modification thereof shall be binding upon the Parties**

**(iii) The language of the conciliation shall be English;**

**(iv) The governing law of this contract shall be of India.**

**(v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.**

**(vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.**

#### **42. JURISDICTION**

The Vendor hereby agrees that the Courts situated in location given in tender header" shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

##### **CLAUSE**

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/information:
  - i. Name of the Bidder
  - ii. Address of the Bidder
  - iii. Validity of the Registration
  - iv. Items for which the Bidder is registered
  - v. Monetary Limit and acknowledged copy of Entrepreneurs Memorandum Part II



- c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs (Refer Gazette notification of the Government of India, the Ministry of Micro, Small and Medium Enterprises number S.O.2119 (E ), dated 26<sup>th</sup> June, 2020 on criteria for lassifying the enterprises as micro, small and medium enterprises & Udyam registration for revised guideline.)

- a. In case the bidder is 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 and Small Enterprises, the bidder shall be entitled for following:
  - i. Issue of Tender Documents to MSEs free of cost.
  - ii. Exemption to MSEs from payment of EMD.
  - iii. Micro and Small Enterprises quoting price within 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 enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25% portion shall be shared amongst them. Further, out of above 25%, of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs and 3% will be earmarked for procurement from MSEs owned by women. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or women entrepreneurs.
- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- c. MSE bidder shall submit the following:
  - i. Documentary evidence that the bidder is 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.
  - ii. If the MSE is owned by SC/ST Entrepreneurs **or MSEs owned by women entrepreneurs**, the bidder shall furnish appropriate documentary evidence in this regard.
  - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the **Public Procurement Policy for Micro and Small**

**Enterprises (MSEs) order 2012 along with amendments notified vide  
Government of India Gazette from time to time.**

**43. VALIDITY OF OFFER:**

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

**44. INTEGRITY PACT:**

All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is r 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

**45. ORDER OF PRECEDENCE**

In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.

**46. GENERAL:**

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites:  
(AO details for International Taxation are also available online).
  - i. <http://tin.tin.nsd.com/pan/index.html/>
  - ii. <http://incometaxindia.gov.in/>
  - iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
  - iv. <http://www.utitsl.co.in/>
- c. GRIEVANCE REDRESSAL: There is a grievance redressal mechanism in HPLNG for vendors participating in the tender, the details of which are available on HPLNG's website [www.hplng.in](http://www.hplng.in)
- d. PBG Format is attached with this GPC.
- e. **The guidelines for Holiday Listing as adopted and available on HPLNG website shall be applicable to all tenders floated and all Purchase Orders/ Contracts placed by HPLNG.**



**SECTION III**  
**Scope of Work**



## **HPCL LNG Limited**

(100% SUBSIDIARY OF HINDUSTAN PETROLEUM CORPORATION LIMITED)

### **SCOPE DOCUMENT FOR SUPPLY AND INSTALLATION OF MAN BASKET IN EXISTING 15 TON MOBILE CRANE AT CHHARA LNG TERMINAL**

Signature of Bidder

## **1. Introduction (HPLNG):**

HPCL LNG Limited (HPLNG) is a wholly owned subsidiary of Hindustan Petroleum Corporation Limited (HPCL), a Maharatna Public Sector Undertaking. The company is constructing Chhara LNG Terminal at Chhara Port, Gujarat and will also operate the terminal.

## **2. Brief Description of Material:**

Required materials are Man basket installation for existing 15 Ton mobile crane at chhara LNG terminal. The specifications of listed item cover minimum requirement for the materials, design and workmanship shall satisfy the relevant International / Indian Standards as applicable. The material to be supplied in coordination with Engineer in Charge HPLNG and as per approved Purchase Order.

The technical details with specifications are as per Annexure- II.

## **3. Item Detail and Bill Of Quantity (BOQ) As Per Below:**

Item detail and BOQ as per attached BOQ. (Annexure -I)

## **4. Scope for Supply & Installation of Man Basket on existing Mobile crane**

- 4.1 Supply of material shall be as per given BoQ (Bill of Quantity) as per Annexure-I.
- 4.2 Vendor shall follow technical specifications for Supply of material as per Annexure-II.
- 4.3 Vendor shall supply material with Quantity, Unit, etc. as per standard and specifications of Man Basket manufacturing.
- 4.4 Vendor shall make a product as to protect from Corrosion and Yellow in color.
- 4.5 Vendor shall supply the material with MS / CS material with finishing.
- 4.6 Vendor shall provide Man basket with necessary locking chain arrangement with barrier gate, Cotter pin (2 nos.) with locking spring to fit in existing Mobile crane.
- 4.7 Cotter pin material should be of Hard alloys which can suitable to take all the load of Man basket including Persons who are using it.
- 4.8 Vendor shall ensure the dimension and specifications of Man Basket as per technical specifications mentioned in Annexure-II.
- 4.9 Overall responsibility of Supply of material with accessories and installation at site is in vendor's scope.
- 4.10 Vendor shall supply the material in unused condition, clean, free from rust, dirt, free from any foreign material and in preserved condition as applicable.
- 4.11 Manufacturing of Man Basket shall be start after approved PO/LOA placement from HPLNG and after clearance from EIC-HPLNG and as per approved drawing.
- 4.12 If required vendor to visit the site to understand the scope of job, site conditions, dimensions verification, required resources like manpower, tools / tackles, consumables etc.
- 4.13 As all the items in supply material are MS/CS structure, Vendor shall take proper care while handling the consignment, to protect the same from any physical damage during handling, transportation, and delivery.
- 4.14 Supplied material shall have authentic "Inspection Seal" from the Manufacturer.

Signature of Bidder

- 4.15 Vendor shall ensure proper labeling of material and material code shall follow HPLNG material code on each part/set of item as applicable.
- 4.16 After Reaching the material at site, HPLNG EIC/Engineer will Inspect the material and will give clearance for site Installation.
- 4.17 Site Installation should be completed within 15 Working days from vendor's scope.
- 4.18 After installation on site, get a clearance from the Engineer in charge/Engineer.
- 4.19 Successfully completion of job and completed installation report with duly approved by vendor and HPLNG will be required to process for payment.

## **5. Vendor's scope of work:**

5.1 Manufacture and installation of Man Basket as per agreed Dimensions and specifications mentioned.

5.2 Site visit and assessment of job scope if required for better understanding the nature of works.

5.3 Packing, Forwarding & Transportation of Man basket with accessories to HPLNG chhara site.

5.4 Supply of Required consumables and tools/ tackles like Cutting wheels, grinding wheels, snappers, SS fasteners with washers, SS handles, Grinding and cutting machine AG-4 or AG-5 machine, Cotter Pin, Spring Lock Pin, safety door lock etc.

5.5 All the required PPEs like Helmet, safety shoes, face shield, apron, protective suit, googles etc will be in scope of vendor during site installation.

5.6 All the materials, tools, tackles etc which will be brought to site by vendor during site installation, should be in workable condition without any defect.

5.7 HPLNG will inspect the electrical tools/machine and after certifying by EIC-Electrical, vendor to use at site for installation Man basket in existing mobile crane.

5.8 Shifting of Materials from warehouse to site location in vendor's scope.

5.9 Mobilization of installation manpower at site as per required to complete the installation job.

5.10 Providing complete installation report.

5.11 Satisfactory Work completion and area cleaning by vendor to be done.

5.12 During site installation job, everyday job status to be given to HPLNG EIC on regular basis for timely completion of satisfactory work.

## **6. HPLNG Scope:**

6.1 Necessary gate pass for vendor personnel during site installation job.

6.2 Necessary work permit for Installation of Man Basket in Mobile crane at site.

6.3 Assistance and supervision of Site installation job of vendor as per requirement.

6.4 Verify the work completion and approval of Installation job report to process further payment to vendor.

**7. Delivery Address:**

HPCL LNG LIMITED,  
Chhara LNG Terminal,  
Plot No-866-867, Village-Chhara, Taluka- Kodinar,  
Gir Somnath Dist- 362 720, Gujarat

**8. Contact for Technical Queries:**

Mr. Piyush Dekavadiya  
Group Manager-I/C-Mechanical  
Email: Piyush.dekavadiya@hplng.in

**9. Delivery Period:**

8 Weeks from date of issue of PO / LOA whichever is earlier & 15 days for Site installation job completion after material delivery at site and starting from mobilization of manpower by vendor to start installation job at site.

**10. Other General Terms:**

- 10.1. Scope and Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 10.2. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 10.3. Material to be supplied at designated warehouse location with cost inclusive of Transportation, Packing & Forwarding, Insurance etc. in scope of supplier.
- 10.4. Necessary gate pass permission for vehicle entry at Chhara site will be arranged by Engineer in Charge of HPLNG.
- 10.5. Unloading of material will be in scope of supplier. However, HPLNG will provide support in terms of Hydra / EOT crane /Forklift inside warehouse subject to availability of equipment.

- 10.6. Entire material to be supplied in one full lot after dispatch clearance from Engineer In-charge of HPLNG. In the case of part consignment, supplier has to take prior approval before dispatch of material.
- 10.7. After complete inspection of material delivered at site, manpower mobilization clearance will be given by HPLNG-EIC for proceeding site installation job.
- 10.8. Vendor manpower may avail canteen facility at site with charges towards in vendor's scope.
- 10.9. HPLNG will provide first aid medical facility at site OHC of required to vendor personnel during site installation job, however other medical facilities if required by vendor personal, that will be in scope of vendor only.
- 10.10. All the lodging, boarding, transportation of vendor personal during site installation job will be in scope of vendor only.
- 10.11. Vendor to provide necessary documents to HR & Security department for necessary gate pass formalities in co-ordination with Engineer In-charge HPLNG.
- 10.12. Vendor to provide drawing of proposed Man Basket. All the work to be carried out after necessary drawing approval from HPLNG.
- 10.13. If required vendor to visit site for better understanding of scope and installation job.
- 10.14. Vendor or Supplier must provide below mandatory documents along with supplied material:
  - 10.14.1. Certificate of Warranty
  - 10.14.2. Items packing details documents along with material.
  - 10.14.3. MOC Certificate.
  - 10.14.4. Strength and durability report of man basket materials.
  - 10.14.5. Internal Inspection Report of Man Basket.
  - 10.14.6. Load chart and Safe workload details from vendor.
- 10.15. Stages of inspection if required.  
After dispatch clearance from Engineer In-charge, material will be directly to be delivered at Chhara site, no stage inspection required.



ANNEXURE-I				
HPCL LNG LIMITED, CHHARA LNG TERMINAL				
SUPPLY AND INSTALLATION OF MAN CAGE BASKET IN EXISTING ACE MAKE 15 TON MOBILE CRANE AT CHHARA LNG TERMINAL				
Bill Of Quantity (BOQ)				
Sr. No.	Item	Qty	Item Description	User Dept
1	Man Basket for 15 Ton Mobile Crane	01 No	Supply of Man Basket for Existing 15 Ton Mobile crane (ACE make) at chhara LNG terminal (Mobile Crane Type: NX 360° BS4 EICHER HYDRAULIC MOBILE CRANE LIFTING CAPACITY : 15 Ton Model: NX360 15T PIN: ANX36015VN0360084 YEAR OF MFG: 03/2022 ENGINE NO: E414CDNB381229E) Man Basket Material: MS with wether corrossion proof Painted Length: 1800 mm (1.8 m) approx Width: 910 mm (0.91 m) approx Capacity: 230 Kgs Maximum Working Height: 21 mtr Maximum Platform Height: 19 Mtr Maximum Horizontal Outreach: 16.6 Mtr Platform Movement: Manual along with Crane cabin hydraulic boom controlled.	Maintenance dept & Materials
2	Installation of Man basket in existing 15 Ton Mobile crane	1 No	Installation of Man basket in existing 15 Ton Mobile crane after delivery of material at site and duly cleared by EIC-HPLNG.	Maintenance dept & Materials

Signature of Bidder

## **Annexture-II**

### **Technical Specifications-Man Basket Installation on 15-ton Mobile crane**

#### **Vendor scope:**

1. Manufacture MS fabricated Man basket with safety cage/mesh and guard rail. It is required with weatherproof environment corrosion free painting.
2. Supply the man basket at chhara LNG terminal site with properly handling during delivery.
3. Post delivery of man basket at site, vendor to come at site and fitment of Supplied Man basket in existing NX 360 Next Generation Pick & carry mobile crane.
4. Submission of Load test certificate (Form-10) by Govt approved Third party inspector as per Factory rules.

#### **Technical Details:**

Mobile crane technical details as per below:

- i. Mobile Crane Type: NX 360° BS4 EICHER HYDRAULIC MOBILE CRANE
  - ii. LIFTING CAPACITY: 15 Ton
  - iii. Model: NX360 15T
  - iv. PIN: ANX36015VN0360084
  - v. YEAR OF MFG: 03/2022
  - vi. ENGINE NO: E414CDNB381229E)
- 
5. Man, Basket Material: MS with weather corrosion proof Painted.
  6. Length: 1800 mm (1.8 m) approx.
  7. Width: 910 mm (0.91 m) approx.
  8. Capacity: 230 Kgs
  9. Man Basket to be compliance with OSHA standard.
  10. Two years Manufacturer's warranty to be given for supplied man basket with any material deterioration, deformation, material bending due to not compatibility for lifting etc to be cover in warranty.
  11. Manufacturer's test certificate to be provided for MS material usage and welded.
  12. Load test certificate of Govt approved Third party inspection test certificate (Form-10) to be provided in line with Factory Rules.
  13. Man basket side access door with Hinges and locking arrangement to provide.
  14. All the 4 side of Rectangular Man basket must be properly welded with providing bottom, mid and top rail and also vertical member to provided.
  15. For holding the man basket by accessing person at height, ensure no sharp edges over MS material to avoid hand injury.
  16. The supply of material along with required accessories and proper fitting on existing Mobile crane is whole and sole responsibility of supplier.
  17. Vendor to perform site load test as per given capacity of man basket in line with agreed contract.
  18. Maximum Working Height: 21 mtr of man basket
  19. Maximum Platform Height: 19 Mtr of man basket
  20. Maximum Horizontal Outreach: 16.6 Mtr

Signature of Bidder

## Annexure-II

### Technical Specifications-Man Basket Installation on 15-ton Mobile crane

21. Platform Movement: Manual along with Crane cabin hydraulic boom controlled.
22. SWL should be based on IS4573.
23. SWL is based on 60% stability and strength.



**SAMPLE PICTURE FOR TYPE OF MAN BASKET WHICH NEED TO FIT  
IN EXISTING NX 360 MOBILE CRANE.**

24. To prevent falls, in addition to using a man basket with guard railings and a sufficient rated capacity, workers being lifted in man baskets must use proper fall protection and safety equipment: a body harness, lanyard, and hard hat. Each piece of personal protective gear should be inspected before getting in usage of man basket.
25. The design of Man lift cage should be in accordance with OSHA standards.
26. Mobile crane man baskets are designed to these OSHA standards, including:
  - Smooth, snag-free surfaces.
  - Balanced and wind-resistant design with sufficient room to stand.
  - Overhead protection for applications with a falling object hazard.
  - Secure guardrail system.
  - Locking gates.
  - Clearly labeled with rated load capacity.
24. Man basket basic safety standards to be incorporated as per below.
  - ✓ Third party certificate for man basket should be available.
  - ✓ The required factor of safety should be considered 7:1 as per standards.
  - ✓ Man basket proper load chart to be provided.
  - ✓ Capacity of Man basket 230 kgs.
27. Vendor to submit GA drawing of Man basket with clearly indicating all the dimension of supplied material before proceeding for manufacture.

Signature of Bidder

**Annexture-II**  
**Technical Specifications-Man Basket Installation on 15-ton**  
**Mobile crane**

28. Vendor to send drawing of Man basket for approval from HPLNG-Engineer in Charge and after approval it is to be manufacture for supply and after installation on mobile crane at site.
29. The material color coding to be follow as per Industrial Yellow coating.
30. *For Safety clearance vendor need to provide Load test certificate (Form-10) by Govt approved Third party inspector as per Factory rules.*



**SECTION III**  
**Special Terms & Conditions.**

**Bidding Document for Selection of Vendor for Supply and Installation of  
Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal.**

# Special Terms & Conditions

## 1. General information:

The special conditions of contract shall be read in conjunction with the general conditions of contract, schedule of rates, scope of work, technical specification and any other document forming part of contract including any corrigendum issued (if any), wherever context so requires. Where any portion of the Special Conditions of the Contract (SCC) is repugnant to or at variance with any provision of the General Conditions of Contract then the provisions of the SCC clause will override such Portion(s) of GCC. In case of any contradictions the decision of the Engineer-In-Charge will be final and binding on the contractor.

## 2. Site Information

The proposed job shall be carried out at “HPCL LNG Limited, Chhara, Kodinar Taluk, Somnath District, Gujarat”.

<b>Location</b>	Village - Chhara, Taluka - Kodinar, District - Gir Somnath
<b>Nearest Major Road</b>	National Highway NH-8E Distance – 8 kms
<b>Nearest Major Railway Station</b>	Veraval – 45 kms (Broad Gauge)
<b>Nearest Domestic Airport</b>	Diu Airport – 40 kms
<b>Nearest International Airport</b>	Sardar Vallabhbhai Patel International Airport, Ahmedabad – 400 kms

The Bidder is advised to visit and examine the site 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. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

3. Tenderers are required to go through all the documents, viz. General Conditions of Contract, Scope of Work, Special Conditions, Bill of Quantities thoroughly before quoting. No extra payments shall be made under any account other than mentioned in Tender documents.

## 4. Delivery Period:

Within 8 Weeks (i.e., 56 Days) from the date of LOA/PO whichever is issued earlier.

## 5. EARNEST MONEY DEPOSIT (EMD):

Not Applicable.

## 6. Performance Bank Guarantee (PBG):

Not Applicable.

## 7. Retention:

Signature of Bidder

## Special Terms & Conditions

Not Applicable.

### 8. Evaluation Criteria

Tender shall be awarded on overall L-1 basis. Hence, vendor to quote of all RFQ items. Offer shall be rejected if not quoted for all items.

### 9. Late Delivery Charges:

LD clause shall be applicable as per HPLNG General Conditions of Contracts (GCC)-Supply for supply portion (As applicable) and as per HPLNG General Contract Conditions (GCC)-Works for Works/service (As applicable).

### 10. Validity of Quoted rates:

The rates quoted /accepted shall remain valid for the entire period of contract and no escalation shall be permissible after award of the contract for any reason.

### 11. Job Commence / Mobilization Time:

11.1. Job commences Immediately from the date of LOA/PO whichever is earlier unless specifically mentioned.

### 12. Payment Terms:

Vendor to raise invoice after Completion of Supply/Works at respective site as given in this tender.

100% payments shall be released within 30 days of receipt of error free Invoices including final acceptance note signed by HPLNG. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice, as applicable: -

1. Original Tax invoice.
2. Delivery Challan/LR copy.
3. Packing list.
4. Manufacturer Guarantee/Warranty Certificate (If applicable, Please refer Scope document).
5. Test Certificate (If applicable, Please refer Scope document).
6. Submission of PBG for 5% of total contract value\*\* (If applicable, Please refer Tender Notice).
7. Any other document mentioned elsewhere in this Tender document.

No advance payment shall be made by HPLNG & this shall be binding on contractor.

\*Guarantee/warranty of complete supplied Equipments is Vendor's responsibility and HPLNG will not deal with any other person/firm other than the successful contractor and shall be released on vendor's letter head.

Signature of Bidder

## Special Terms & Conditions

No payment will be made for defective/damaged item. The successful bidder has to replace it with new items/supplies immediately at his own risk and cost.

\*\*If Performance Bank guarantee is not submitted, HPLNG reserves the right to deduct the same from any Security/Pending invoice and only balance amount shall be released. The deducted amount shall be released without any interest after completion of Defect liability period and 3 months claim period.

### **13. Defect liability period:**

Defect liability period for the contract shall be one (01) year, against poor workmanship & supplied material, which shall be reckoned from the date of completion of the work. During defect liability period contractor stands responsible for rectifying all defects that may appear in the work executed by the contractor.

### **14. Working hours:**

Vendor to work on Normal working hours of site. Vendor shall be allowed to work on extended hours as per HPLNG decision depending on adequate mobilization and safety assurance on sole discretion of HPLNG. However, no extra claim shall be entertained for the same.

### **15. Accommodation / transportation / medical**

The Contractor shall be solely responsible for lodging/ boarding and transportation of his employees/ workmen. HPLNG shall not be responsible for providing any Accommodation/ transportation/ medical assistance to the contractor personnel. Basic Medical facility shall be arranged from in-house OHC subject to availability at site.

### **16. Canteen Facility**

Canteen (Breakfast/ Lunch/ Snacks/ Dinner/Beverage) facility will be available inside the LNG Terminal. Subsidized Canteen facility may be arranged at the sole discretion of HPLNG.

### **17. VENDOR SCOPE**

- i. All the materials and machinery, tools, tackles, manpower required to complete the job unless otherwise specified. Any extra lighting required at work site is in the scope of VENDOR and no extra claim shall be entertained in this regard.
- ii. Transportation charges: Will be in the scope of vendor including toll/freight/ packing/ forwarding etc.
- iii. RTO-ODC charges/ road toll charges will be in the scope of vendor.
- iv. Loading: Will be in the scope of vendor
- v. Unloading at site: Safe unloading of material is in the Scope of vendor only. Necessary manpower and machinery support shall be arranged subject to availability.
- vi. Inspection / TPI: The cost towards Third party inspection (if required) will be in the scope of vendor. Any inspection by HPLNG will be at the cost of HPLNG.
- vii. Transit Insurance: Will be in the scope of vendor.
- viii. Safety & security of in-process material is under the scope of Vendor.

Signature of Bidder



## Special Terms & Conditions

- ix. All mandatory PPE's with Job specific safety equipments such as full body harness, fall arrestors & safety provisions for working at height.
- x. Any other scope mentioned elsewhere in Scope document, annexures attached if any.
- xi. Due to security reasons, any person delivering material to Chhara Site Location shall have valid identity cards of their respective company. Without valid identity card & Workmen Compensation Policy, Security personnel will not allow any person to enter the project site. The same shall be arranged One day in Advance.

### **18. Adherence to safety regulations:**

- A. Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job as per instructions of HPLNG Safety officer-in charge.
- 18.1. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by HPLNG Officials and in such cases, contractor will be solely responsible for delay and its consequences thereof.
  - 18.2. Contractor shall provide & ensure that his personnel are wearing safety helmets, safety shoes, Safety harness, Dangri, safety goggles and other protective clothing all the time as per site requirements. The cost of such safety objects/appliances shall be borne by contractor.
  - 18.3. Contractor shall positively observe all safety measures required (as per OISD/PNGRB, Safety clauses as per HPLNG HSE policy and other suitable guidelines) to be undertaken for safety of persons, labours, public and properties at work site/ residential premises/ public places.
  - 18.4. Punitive fines on contractors are imposed for repetitive violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all sites.

### **B. Guidelines for imposition are described below:**

- 18.5. For first time violation of safety rules & regulation by any contractor, HPLNG will issue a warning letter to contractor.
- 18.6. In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 18.7. In case of further violation, punitive fines will be imposed on contractor as per agreed terms and conditions.

### **19. GEM Specific STC.**

Signature of Bidder

## Special Terms & Conditions

1. It is also to be indicated therein that on the question of interpretations of any terms and conditions, the provisions in “HPLNG- General terms and conditions(GCC)” and “Special terms & conditions ” will supersede the corresponding provisions in “GeM- General conditions of contract (GCC)”.
2. Documents if any asked in Tender documents (including HPLNG Checklist) shall be submitted mandatorily along with Technical bid, failing which bid is liable for rejection. HPLNG may ask query in case clarification is required for bid submitted and if no response is received within the time allowed for Technical clarification or any extended duration as per Guidelines of GeM Portal/HPLNG during technical evaluation, the bid submitted is liable for rejection.
3. Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted online only through GeM portal. HPLNG may not entertain the queries sent by post/ fax/ e-mail or through any other mode of communication.
4. If it is observed that the unit rates quoted by the bidder for any items are unusually high or unusually low or NIL unit rate, attaching/uploading of unfilled documents as such or changing format of HPLNG bid Checklist etc. it will be sufficient cause for rejection of the tender unless HPLNG is convinced about the reasonable of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the bidder on demand.

Decision of HPLNG will be final in such cases.

5. The vendors will have to quote rates for all line items. If a vendor does not quote for all the items, the same shall not be entertained & rejected.
6. Any change in default format/wordings given in this Tender document other than those data input requested by HPLNG or submission of Incomplete bid documents or uploading of non-relevant documents as bid documents may cause the bid to be rejected.
7. If no supporting documents is submitted within the timeline for bid clarification, the bid is liable for rejection.
8. No queries on change in specifications will be entertained except on higher side at the sole discretion of HPLNG.
9. Where brand is not mentioned in MAKE column of BOQ, it means the desired product should be of good & acceptable quality matching the required specifications if any.
10. In case of multiple options of same product meeting the same specifications, bidders are requested to quote the best option available unless item is proprietary/specifically mentioned in Special Terms & Conditions.
11. The Purchaser reserves the right to give the purchase preference to small-scale sectors, startups etc. and purchase preference policies released by government from time to time as per the instruction in vogue while evaluating, comparing, and ranking the responsive Bids.

Signature of Bidder

## **Special Terms & Conditions**

12. In case of Proprietary item (Please refer HPLNG Tender Notice), OEM Certification OR OEM authorisation Certificate shall be Mandatorily submitted along with the bid. Failure to Submit along with technical bid may render the bid to be rejected.

Signature of Bidder

**Supply and Installation of Man Basket in Existing 15 Ton Mobile  
Crane at Chhara LNG Terminal**

**Section IV  
SCHEDULE-C**

**PRICE SCHEDULE /FORMAT FOR PRICE BID  
SUBMISSION**

**(TENDER NO. HPLNG/SITE/082)**

## **Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal**

1. HPLNG Price Bid sheet (Section-IV) has been attached in GeM Tender Document. Bidders are requested to consider the same & Upload it in GeM Portal under “Please Upload Financial breakup document indicating price breakup” coming under Section of “Upload Documents” during uploading of documents in GeM Portal and the same price as quoted in HPLNG price bid sheet shall be quoted as final price in GeM Portal coming under “Offer Price”.
2. If there is a mismatch between rates quoted in the GeM Portal and the rates mentioned in the price break-up (Section IV-Price bid format), the rates mentioned in the system may be treated as final.

**Quoting of Price/Financial detail in documents submitted for technical bid (i.e., HPLNG Checklist) may cause the bid to be rejected.**

**Section IV**  
**SCHEDULE-C**  
**PRICE SCHEDULE /FORMAT FOR PRICE BID SUBMISSION**  
**(TENDER NO. HPLNG/SITE/082)**

Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal  
 (Format for Price Schedule)  
 (Schedule of Rates)

Supply and Installation of Man Basket in Existing 15 Ton Mobile Crane at Chhara LNG Terminal

Line no.	Item	Quantity	UoM	Unit Cost (in INR)	Tax (in %)	Corresponding Amount of Tax	Total Unit Cost with Tax	Total Cost (in INR)
		(A)		(B)	(C)	(D = B x C)	(E = B + D)	(F = A x E)
1	Supply of Man Basket for 15 Ton Mobile Crane	1	No.			INR 0.00	INR 0.00	INR 0.00
2	Installation of Man basket in existing 15 Ton Mobile crane	1	No.			INR 0.00	INR 0.00	INR 0.00
<b>Total quoted price</b>								<b>INR 0.00</b>
<b>Note:</b>								
1	The above PO Value/Quoted Price is inclusive of all the taxes and duties as per Applicable Law or otherwise.							
2	PO Value shall be firm and fixed for the period of the Contract and the Contractor shall not be entitled to any compensation for any variation in wage rates, overheads and any other reasons whatsoever. For the avoidance of doubt, the cost of supplying the material shall be at the risk of the Supplier, who shall be deemed to have obtained all information and taken account of all circumstances which may affect such cost before having agreed to the							