



HNGPL Limited
{ A JV OF BPCL AND GAIL GAS LTD }

House no. 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar
Uttarakhand-249401

RFQ Document

**Hiring of Services for Conducting Internal Audit of the Company for
FY 2022-23.**

RFQ No.: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

REQUEST FOR QUOTATION (RFQ)

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Date: 20.01.2023

To

Shri/M/s.....

Address.....

.....

Sub:- Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 as per attached Annexure-1

Dear Sir/Madam,

1.0 M/s Haridwar Natural Gas Pvt Ltd (J.V of BPCL and GAIL GAS LTD), the CGD company, invites quotation from bidders for the subject, in complete accordance with the following details and enclosed RFQ.

2.0 The brief details of the RFQ are as under:

A	SCOPE OF CONTRACT	Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 as per attached Annexure-1
B	RFQ NO: & DATE	RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03 Dated: 20.01.2023
C	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
D	DURATION OF THE CONTRACT	FOR FY 2022-23
E	BID SECURITY/EARNESTMONEY DEPOSIT (EMD)	NOT APPLICABLE
F	AVAILABILITY OF RFQ DOCUMENT ON WEBSITE(S)	From 20.01.2023 (14:00 Hrs, IST) to 27.01.2023 (Friday) 14:00 Hrs, IST) on our official Website: http://www.hngpl.in/
G	BID DUE DATE & TIME OF BID SUBMISSION	Date: 27 th Jan 2023 (Friday) Time: on or before 14:00 Hrs, IST
H	BID VALIDITY	90 Days
I	DATE & TIME OF UN-PRICE BID OPENING	Date: 27 th Jan 2023 (Friday) & Time: 15:00 Hrs, IST Haridwar Natural Gas Pvt. Ltd., H. No.-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar - 249401
J	CONTACT DETAILS	Name : Shri Rajesh Agrawal (CFO, HNGPL) Email : ragrawal@gail.co.in Email : tenders@hngpl.co.in

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

3.0 BID EVALUATION CRITERIA

[A] BEC-Technical Criteria:

- A.1 The bidder should have executed / completed an Internal Audit job in any single contract having minimum value of **Rs. 1.50 Lacs** in any of the previous 7 years reckoned from bid due date for a company having a minimum turnover of Rs. 50 Crores during that period engaged in City Gas Distribution/Oil & Gas/Petrochemical/Fertilizer/ Refinery/ Power /Mining / Process Industry.
- A.2 In case the bidder is executing a contract of above which is still running and the contract executed value till one day prior to the due date of bid submission is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has to submit satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.
- A.3 Job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

Notes to BEC-Technical:

- i) Definition of Executed as mentioned at sl. no. A.1: means executed & completed.
- ii) Experience acquired by a bidder as a sub-contractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- iii) Bids of Joint Venture / Consortium will not be acceptable.
- iv) In case bidder has executed multiple order/contracts under a rate contract/agreement, all executed orders/contracts shall be considered as single order/contract for evaluation of credentials of a bidder for meeting the experience criteria as mentioned above.

- v) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. C below.

[B] Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause No.	Description	Documents required for qualification
A. Technical Criteria		
A.1	Experience against execution & completion of work.	<p>Copies of Work Order along with proof of execution / completion i.e. Completion / Execution Certificate issued by owner / end user in support of experience criteria. The completion / execution certificate must indicate work order number, date, scope of work, contract value, contract period and executed value. All documents submitted / uploaded in this regard, must be duly notarized by notary Public with legible stamp.</p> <p>To meet the criteria of minimum Turnover of Rs. 50 Crores as mentioned at clause no. A.1. of BEC-Technical, bidder to submit audited financial statement(s) of the client during that period. The documentary evidence in this regard to be duly certified / attested by Notary Public with legible stamp.</p>
A.2	Experience against execution of running Contract	<p>Bidder to comply the documents as mentioned under A.1 above.</p> <p>Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted/uploaded clearly mentioning the executed value till one day prior to bid submission due date, which must be equal to or more than the minimum prescribed value mentioned at sl. No. A.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed</p>

		value etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.
A.3	Jobs executed for subsidiary /fellow subsidiary / Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.

[C] AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

Technical Criteria of BEC	<p>All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly attested by notary public with legible stamp.</p> <p>However, to meet the criteria of minimum Turnover of Rs. 50 Crores as mentioned at clause no. A.1 of BEC-Technical, bidder to submit audited financial statement(s) of the client during that period. The documentary evidence in this regard to be duly attested by Notary Public with legible stamp.</p>
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In absence of requisite documents, HNGPL reserves the right to reject the bid without making any reference to bidders.

D. Methodology of Technical Evaluation (Evaluation of Quality):

- i. HNGPL Limited shall evaluate each technical proposal taking into account the criteria like relevant experience for the assignment, qualification of the key staff, financial competency, Location preference etc.
- ii. **A minimum qualifying mark on technical points to be scored is 75 (i.e. out of maximum 100 marks) for opening of the price bid.**
- iii. In case of tie up of the technical points, firm with longer experience shall be given preference based on year of registration with ICAI/ICMA.

- iv. The technical evaluation of the proposal shall be done on the basis of Evaluation of Quality and the aggregate score less than the minimum qualifying marks i.e. 75 (i.e. out of maximum 100 marks) will be disqualified.

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
01	<p>Bidder should have a full-fledged office set-up in NCR with at least (02) qualified Chartered Accountants (CA) and/or qualified Cost Accountants (CMA) employed/posted and working from that office as partners/regular employees. This office shall be responsible for conducting internal audit of HNGPL as per this tender.</p>	25	<p>Bidder shall provide valid supporting documentary evidences duly certified / attested by Notary public with legible stamp:</p> <p>A. For office address:</p> <p>a) For rented premises:</p> <p>Copy of Lease/Rent agreement.</p> <p>b) For owned premises:</p> <p>Copy of Registered Deed/Power of Attorney/Municipal Tax Receipt/Property Tax Receipt.</p> <p>B. For qualified Chartered Accountants and/or qualified Cost Accountants including partners employed /posted and working from that office:</p> <p>Affidavit mentioning the details of qualified Chartered Accountants and/or qualified Cost Accountants along with their Membership numbers duly certified / attested by Notary Public with legible stamp.</p>	25

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
02	Bidder should have at least three years of standing in the profession of Chartered Accountancy/ Cost Accountancy.	10	<p>Extra 02 mark for each year for having more than 03 years of standing in the profession subject to maximum of 06 such marks.</p> <p><u>Documents required:</u></p> <p>In case of company:</p> <p>Bidder shall provide copy of Incorporation/ Registration Certificate of the company depicting date of incorporation/registration duly certified / attested by Notary Public with legible stamp.</p> <p>In case of Proprietorship / Partnership Firm:</p> <p>Bidder shall provide copy of registration certificate under “Shop & Establishment Act” / “Trade Licence” including Affidavit or Partnership Deed (as applicable) duly certified / attested by Notary Public with legible stamp.</p>	16
03	<p>Bidder should have at least (02) qualified Chartered Accountants (CA) and/or qualified Cost Accountants (CMA) including partners.</p> <p>(He /She should be a partner/regular employee of the bidder</p>	05	<p>Extra 01 mark for each qualified Chartered Accountant and/or qualified Cost Accountant with minimum one year of post qualification employment as a partner /regular employee in the bidder’s firm in excess to minimum requirement of (02) subject to maximum of 05 such marks.</p>	10

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
	for a minimum post qualification period of one year as on due date of submission of bid)		<u>Documents required:</u> Bidder shall provide duly Notarized affidavit mentioning the details of qualified Chartered Accountants and/or qualified Cost Accountants along with their Membership numbers & date and joining dates.	
04	Bidder should have experience of conducting Internal/Statutory Audit of at least one company engaged in any of the industries related to Oil & Gas /Petrochemical/Fertiliser/ Refinery/ Power / Mining / other Process Industry having a minimum turnover of Rs. 50 Crores in any of the year of audit. (During preceding 07 years i.e. FY 2015-16 to FY 2021-22)	20	a) Extra 02 marks for conducting internal/statutory audit for each additional company engaged in any of the industries related to Oil & Gas /Petrochemical/Fertilizers/ Refinery/ Power / Mining / other Process Industry having a minimum turnover of Rs. 50 Crores in any of the year of audit. (During preceding 07 years i.e. FY 2015-16 to FY 2021-22) which is in excess to minimum requirement of one subject to maximum 06 marks. b) Extra 02 marks for conducting internal/statutory audit of each Central Public Sector Undertaking (CPSU) engaged in any of the industries related to Oil & Gas /Petrochemical/Fertilizers/ Refinery/ Power / Mining / other Process Industry having a minimum turnover of Rs. 50 Crores	30

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
			<p>in any of the year of audit. (During preceding 07 years i.e. FY 2015-16 to FY 2021-22) subject to maximum 04 marks.</p> <p><u>Documents required:</u></p> <p>Bidder shall provide Copies of work order / LOA along with the corresponding Completion Certificate (issued on the letterhead of the client / end user / authorized consultant of the client) duly certified / attested by Notary Public with legible stamp.</p> <p>Documentary evidence like Audited Financial Statement of the client(s) (including Balance Sheet and P&L statement) and a certificate issued by Chartered Accountant with UDIN (not being employee/ partner of the bidder) towards minimum turnover of Rs. 50 Crores in the year of audit duly certified / attested by Notary Public with legible stamp.</p>	
05	Bidder should have experience of conducting Internal/Statutory Audit of at least one City Gas Distribution company having a minimum turnover of	5	Extra 02 marks for conducting Internal/Statutory audit of each additional City Gas Distribution company having a minimum turnover of Rs.25 Crores in any of the year of audit	9

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
	<p>Rs.25 Crores in any of the year of audit.</p> <p>(During preceding 07 years i.e. FY 2015-16 to FY 2021-22)</p>		<p>(During preceding 07 years i.e. FY 2015-16 to FY 2021-22) which is in excess to minimum requirement of one subject to maximum 04 marks.</p> <p><u>Documents required:</u></p> <p>Bidder shall provide Copies of work order / LOA along with the corresponding Completion Certificate (issued on the letterhead of the client / end user / authorized consultant of the client) duly certified / attested by Notary Public with legible stamp.</p> <p>Documentary evidence like Audited Financial Statement of the client(s) (including Balance Sheet and P&L statement) and a certificate issued by Chartered Accountant with UDIN (not being employee/ partner of the bidder) towards minimum turnover of Rs. 25 Crores in CGD business in the year of audit duly certified / attested by Notary Public with legible stamp.</p>	

Sl. No.	Evaluation Criteria	Minimum Preference Marks	Remarks & Supporting Documents	Maximum Preference Marks
06	Annual Turnover of the Bidder equal to or more than Rupees Twenty lacs as per their latest audited financial statements.	05	Bidder shall provide Audited Financial Statements duly certified / attested by Notary public with legible stamp.	05
07	Bidder having exposure of conducting Internal/Statutory Audit job in Tally/SAP based Environment. (During preceding 07 years i.e. FY 2015-16 to FY 2021-22)	05	Bidder shall provide affidavit mentioning name of companies, period of audit etc. duly certified / attested by Notary public with legible stamp.	05
	Total	75		100

E.0 EVALUATION AND AWARD METHODOLOGY:

- Only techno-commercially qualified bidders and the bidder securing minimum **75** Marks against the Technical Points (Evaluation of Quality, mentioned at clause no. D.iv) shall be considered for price bid opening.
- **Statutory Auditors shall not be appointed as Internal Auditors of the Company.**
- Price Bids shall be evaluated based on overall cost to HNGPL Limited including applicable GST (CGST & SGST/UTGST or IGST).
- Contract will be awarded after taking the Board approval, to the bidder who has quoted lowest fees for FY 2022-23 including out of pocket/travelling/Boarding-lodging and applicable GST (CGST & SGST/UTGST or IGST).

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] GENERAL

1. SCOPE OF BID

- 1.1 The Employer/ Owner/ HNGPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The Scope of Services shall be as defined in Scope of work of the Bidding Documents.
- 1.3 The successful bidder is expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency(ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices as per HNGPL policy available on website <http://www.hngpl.in/>
- 2.2 The Bidder is not put on 'Holiday' by HNGPL/BPCL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of Bid Submission.

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

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

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

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

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

It shall be the sole responsibility of the bidder to inform HNGPL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per HNGPL policy.

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

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
 - (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 **Power of Attorney:**

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

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

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

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

The person holding Power of Attorney shall be also be authorized to nominate.

“Contractor's Representative” for execution of Contract in case of award. Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in clause 3.

3. **ONE BID PER BIDDER**

- 3.1 A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

3.2 Alternative Bids shall not be considered.

4. **DELETED**

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

[B] – BIDDING DOCUMENTS

6. **CONTENTS OF BIDDING DOCUMENTS**

6.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with clause 7 of ITB

- ☐ Information for Bidder [IFB]
- ☐ Instructions to Bidders [ITB]
- ☐ Bid Evaluation Criteria [BEC]
- ☐ Bid Evaluation Methodology
- ☐ General Condition of Contract [GCC]
- ☐ Special Conditions of Contract [SCC]
- ☐ Specifications, Drawing (wherever applicable) and Scope of Services (wherever applicable)
- ☐ Price Schedule/ Schedule of Rates

6.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

6.3 The Invitation for Bids (IFB)/ITB, as provided in this document issued by the Owner, is also part of the Bidding Documents.

7. **AMENDMENT OF BIDDING DOCUMENTS**

7.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

7.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on HNGPL's website. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

7.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

8. LANGUAGE OF BID:

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

9. DOCUMENTS COMPRISING THE BID

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

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

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

shall contain the following:

- a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b. 'Bidder's General Information', as per 'Form F-1'
- c. 'Bid Form', as per 'Form F-2'
- d. Copies of documents, as required in 'Form F-3'
- e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item
- f. 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g. 'No Deviation Confirmation', as per 'Form F-6'
- h. 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- i. 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j. 'Agreed Terms and Conditions', as per 'Form F-10'
- k. 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- l. Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- m. Undertaking on the Letter head, as per the Form F-12.
- n. Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- o. Any other information/details required as per Bidding Document.
- p. All forms and Formats including Annexures.
- q. Integrity Pact as per Form F-20 (if applicable)
- r. 'Indemnity Bond' as per 'Form F-21'
- s. RFQ/Tender Document digitally/Physically signed by the Authorized Signatory.
- t. Additional document specified, Special Conditions of Contract (SCC), Scope of Services, if any

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

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

Should comprise all the above documents mentioned at 9.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to **HNGPL Office, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar, Uttarakhand-249401** in a sealed envelope, superscribing the RFQ/Tender details & number.

The Original Bid Security/ EMD (if applicable) must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected.

All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

9.1.2 PART-II: PRICE BID

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

9.1.2.2 The Price bid to be uploaded/submitted in accordance with clause 9.1.2.1 of ITB

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

- VII. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 9.1.1 & 9.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 9.1.1 & 9.1.2 of ITB shall become applicable in such a case.

10. SCHEDULE OF RATES / BID PRICES

- 10.1** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 10.2** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 10.3** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any Other part of Bidding Document, the prices quoted shall deem to be inclusive of cost incurred for such activity.
- 10.4** All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR. HNGPL GST numbers shall be provided on award.
- 10.5** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 10.6** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.
- 10.7** Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.
- 10.8** The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 10.9** The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude

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

- 11.1** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 11.2** Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 11.3** Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, HNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.
- 11.4** In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of HNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 11.5** In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.
- 11.6** Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.
- 11.7** The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 11.8** Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- 11.9** The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).
- 11.10** HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not

registered yet.

- 11.11** However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. .
- 11.12** In case HNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.
- 11.13** Where HNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and HNGPL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to HNGPL or ITC with respect to such payments is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by HNGPL to Contractor / Supplier.
- 11.14** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable HNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 11.15** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.
- 11.16** **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods may note the above and quote their prices accordingly.

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

GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017.

12. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

13. BID VALIDITY

- 13.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by HNGPL as 'non-responsive'.
- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with HNGPL in all respects.

14. FORMAT AND SIGNING OF BID

- 14.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialled by the person or persons signing the Bid.
- 14.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Bid.

15. ZERO DEVIATION AND REJECTION CRITERIA

- 15.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. HNGPL will accept bids based on terms & conditions of "Bidding Documents" only. HNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in Bid. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. HNGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. HNGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the

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

- 15.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of RFQ/Tender document shall lead to summarily rejection of Bid:
- a) Firm Price
 - b) Earnest Money Deposit / Bid Security
 - c) Specifications & Scope of Services
 - d) Schedule of Rates / Price Schedule / Price Basis

- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule (if applicable)
- h) Contract Performance Bank Guarantee / Security Deposit (if applicable)
- i) Guarantee / Defect Liability Period (if applicable)
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the RFQ/Tender document elsewhere that non-compliance of the clause lead to rejection of bid
- o) Submission of prices in unpriced/technical Bid

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

16. E-PAYMENT

- 16.1 Haridwar Natural Gas Pvt. Ltd. has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 16.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

IDI – SUBMISSION OF BIDS

17. BID SUBMISSION

- 17.1 Bids shall be submitted on manual mode in the manner specified elsewhere in RFQ/Tender document. Manual/ Hard Copy (Original) offer shall be acceptable.
- 17.2 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 17.3 Bidders are required to submit original Bid Security/ EMD (if applicable), Power of Attorney and any other documents (as specified in the RFQ/Tender) at the address specified in RFQ.
- 17.4 All the bids shall be addressed to
CEO
Haridwar Natural Gas Pvt. Ltd
House No.-129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar
Uttarakhand-249401
- 17.5 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

18. DUE DATE AND TIME OF BID SUBMISSION

- 18.1 The bids must be submitted through manual mode not later than the date and time specified in the RFQ/Tender documents.
- 18.2 HNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights

and obligations of HNGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on HNGPL's website/ HNGPL e-tender portal /communicated to the bidders.

19. LATE BIDS

- 19.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Tendering system of HNGPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e- tendering portal, such bid bond/ physical documents shall be returned immediately. (Only for e-tender)

20. MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per RFQ/Tender document.
- 20.2 The modification shall also be prepared and submitted in accordance with the provision of the ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 20.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause of ITB and rejection of bid.
- 20.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 20.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as of ITB.

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

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

IEI – BID OPENING AND EVALUATION

22. BID OPENING

- 22.1 **Unpriced Bid Opening:** HNGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.
- 22.2 **Price Bid Opening:** HNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be

informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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

23. **CONFIDENTIALITY:**

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

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

24. **CONTACTING THE EMPLOYER**

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

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

25. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

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

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

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

- 25.3 A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in RFQ/tender documents.
 - Limit, in any substantial way, inconsistent with the R F Q /Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 25.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 25.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

26. CORRECTION OF ERRORS

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- 26.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

27. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in clause 3 of bidding documents.

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

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

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

29. **PURCHASE PREFERENCE**

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

30. **AWARD**

HNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

31. **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

- 31.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by HNGPL either by Fax / E - mail / Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on HNGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Purchase Order/Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. HNGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 31.2 Contract period shall commence from the date of "Notification of Award" / “Fax of Acceptance” or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-32".
- 31.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee / Security Deposit' (if applicable), HNGPL will promptly discharge his 'Earnest Money / Bid Security'.

32. **SIGNING OF AGREEMENT**

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

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

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

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

34. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

34.3 In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

34.4 The MSEs owned by SC/ST entrepreneurs shall mean:

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

34.5 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small

Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

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

- 34.6** The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 34.7** If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012. Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 34.8** If against an order placed by HNGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 34.9** The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

35. INCOME TAX & CORPORATE TAX

- 35.1** Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 35.2** Corporate Tax liability, if any, shall be to the contractor's account.
- 35.3** TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- 35.4** **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The

award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

4.0 QUOTATION DOCUMENT:

The quotation must be submitted through a '**Letter of Submission of Quotation**' in the manner indicated below, failing which the quotation is liable to be rejected. Incomplete or conditional quotation is also liable to be rejected.

For any clarification regarding any terms and conditions of the Quotation, bidders may contact to the Office of "Haridwar Natural Gas Private Limited".

5.0 THE FOLLOWING DOCUMENTS MUST BE SUBMITTED IN THE FINANCIAL BID.

The Schedule of Rates (SOR) given Annexure-III duly filled in and signed by the bidders, shall be submitted.

All rates shall be quoted only in the proper form i.e. in the SOR (Annexure-III) **inclusive of taxes**. Each page shall be signed in full by the bidder or his authorized signatory as described in paras above.

6.0 GENERAL TERMS & CONDITIONS:

- I.** The schedule of rates (SOR) should be filled in carefully after considering all the aspects of contract and "**Terms & Conditions Governing the Contract**". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the bidder had not understood the work envisaged by this quotation document. Any overwriting in the schedule of rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the bidder or his authorized signatory.
- II.** **H.N.G.P.L. reserves the right to:** Accept or reject any or all or part of the financial Bids without assigning any reasons at any point of time and the decision of the HNGPL authority will be final. Relax the quotation conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of HNGPL. Disqualify the bidders blacklisted by Central/State Govt./Public Sector Units or whose contracts have been terminated on account of poor performance.
- III.** Each folio of quotation document and every supporting documents attached with it shall be signed by the intending bidder or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- IV.** Quotations containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the bidder with seal.
- V.** In-complete and ambiguous quotations will be rejected
- VI.** There could be circumstances/events where the supplier/contractor may not be in a position in- spite of his best efforts, to meet the completion schedule due to events beyond their control and not foreseeable such as wars, riots, fires, floods, epidemics, other natural calamities, quarantine restrictions and freight embargo etc. In such cases suitable delivery extensions based on merit of the case may be granted for arranging the completion of works on the basis of written application by the transporter / contractor at the discretion of the HNGPL authority.

Forms & Format

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F –14 A	CHECK LIST FOR QUOTED ITEMS
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-19	E-BANKING FORMAT
F-21	INDEMNITY BOND

BIDDER'S GENERAL INFORMATION

To,

M/s Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 .

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office:	
	*In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:
		District:
		State:
		PIN/ZIP:
6	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
7	Mobile Number	_____
8	E-mail address	
9	Website	

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BID FORM

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

LIST OF ENCLOSURES

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23.

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

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

Note:

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 .

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 .

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP**

To,

M/s. Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23 .

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “_____”, the following Certificate shall be automatically enforceable:

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

AGREED TERMS & CONDITIONS

To,

M/s. Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
3	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST:..... % Plus SGST/UTGST..... % Total.....% Or IGST:%
3.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: HNGPL..... % Bidder %
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 11 of ITB	
4	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

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

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23	Confirm that scanned copy of the EMD / Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier	NOT APPLICABLE
24	Confirm that no Price disclosing files have been attached with unpriced/ technical bid. *In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected.	CONFIRMED
25	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

UNDERTAKING ON LETTERHEAD

To,

M/s. Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13

BIDDER'S EXPERIENCE

To,

M/s Haridwar Natural Gas Pvt. Ltd

Sub: Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

Sl. No	Descripti on of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment of Services	Scheduled Completion Time (Mon ths)	Date of Actual Comple tion	Reasons for delay in execution , if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14

CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing offer, original bidding document including SCC, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
I	Covering Letter, Letter of Submission		
ii	Bid Security		Not Applicable
lii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
Vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
Vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		

Viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
I	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

F-14A

CHECK LIST FOR QUOTED ITEMS

ITEM CITY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23	

F-16

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

We have verified the Annual Accounts and other relevant records of
M/s..... (Name of the bidder) and certify the following

AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1: 20__ - 20__	
Year 2: 20__ - 20__	
Year 3: 20__ - 20__	

NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year
	Amount (Currency)
1. Net Worth	

WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

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

*Refer Instructions

Note: It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

Vendor/customer Name :

Vendor/customer Code:

Vendor /customer Address:

Vendor/customer e-mail id:

Particulars of bank account

Name of Bank

Name of branch

Branch code:

Address:

Telephone number:

Type of account (current/saving etc.)

Account Number:

RTGS IFSC code of the bank branch

NEFT IFSC code of the bank branch

9 digit MICR code

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

INDEMNITY BOND

WHEREAS HNGPL. (hereinafter referred to as “**HNGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakand -247667 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *.....and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with HNGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of HNGPL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and/or its employees and Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other

entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of HNGPL are settled by the Contractor and/or HNGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [*Contractor*] *Authorized Representative*

Place :

Date:

Witness:

1.

2.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. HNGPL/

Dated -----

Contract Agreement for the work of ----- of HNGPL Ltd. made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and HARIDWAR NATURAL GAS PVT. LTD. hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

HNGPL LIMITED

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

A. Deployment of Auditors:

The minimum number of auditors to be deployed with below qualification and experience to conduct each audit.

Particulars	Number
Qualified Chartered Accountant/Cost & Management Accountant having minimum 5 Years post qualification experience	1
CA/CMA having minimum 1 year experience.	1

B. Period of Contract

The duration of the service contract shall be for one-year ie. for FY 2022-23. The company reserves the right to short close the contract whenever required with 30 days' notice period.

C. Submission of Internal Audit Report.

Internal Auditors have to conduct audit and submit their audit report for nine months i.e 1st April 2022 to 31st Dec.2022 and 1st Jan 2023 to 31ST March 2023 respectively within 10 days of completion of audits after taking Management Comments. The Audit report for 1st Jan 23 to on 31st March 2023 shall be the consolidated report, considering the 9 months observation and their status after taking Management Comments and auditors recommendations.

D. Submission of Bills: The bidder will submit the final bills along with annual audit report as above within 15 days as per SOR in the name of M/s HNGPL Ltd.

E.Terms of Payment

M/s HNGPL Ltd. would release the payment as per SOR, after submission of final audit report of FY 2022-23, within 10 days from receipt of complete invoice.

F.Contract Period

The contract period shall be for FY 2022-23.

G. Completion schedule – Internal audit for the period 1st April 2022 to 31st Dec 2022, audit is to completed within 15 days of the of issuance of LOI and report to be submitted within next 10 days after taking management comments. Internal Audit for period 1st Jan 2023 to 31st March 2023 is to be completed within 15 April 2023 and report is to be submitted with in next 25th April 2023. The annual consolidated report for FY 2022-23 is to be submitted after taking management comments with the final recommendations by the auditors within 10th May 2023 or as mutually agreed as per the audit plan with the HNGPL Management.

H.As the RFQ is being placed giving 7 days' time, due to paucity of time, to appoint the Internal Auditor, bidders are requested to submit their bids, complete in all respect, with all requisite documents duly notarized in one go.

Short closer of Contract

In case of short closure of the contract, the obligation of the company to pay, shall be limited to the extent of the service rendered by Service Provider as per provision of the contract upto the date of short closure subject to the Service Provider complying with the terms of the contract.

Scope of Work (SOW)

Scope of Work & Deliverables

Name of the Company	Haridwar Natural Gas Private Limited (A Joint Venture Company of Bharat Petroleum Corporation Limited (BPCL) and GAIL Gas Limited (GGL), A wholly owned subsidiary of GAIL (India) Ltd.)		
Constitution	Private Limited Co. (owned/controlled indirectly by central government)		
Activity proposed to be undertaken	City Gas Distribution Network in the Geographical Area of Haridwar District consisting of Roorkee and Lakshar.		
Date of incorporation	20 th April, 2016		
Share holding pattern	Name of the Shareholders		% Share Holding
	Bharat Petroleum Corporation Limited (BPCL)		50.00
	Gail Gas Limited (GGL)		50.00
	Total		100.00
Board of Directors	BPCL and GGL have nominated two directors each on the board.		
About the Company & Business	<p>Company and Activity proposed to be carried out: HNGPL has laid network of over 1310-inch km in Haridwar GA and connected over 24000 domestic customers out of which 14000 customers are presently using natural gas in their households. HNGPL has 6 CNG stations in operations, including one Company Owned & Operated and 5 OMC retail outlets.</p> <p><u>REVENUE:</u> The revenue to the JVC is by way of sale of Natural Gas and Compressed Natural Gas (CNG) to Domestic, Industrial & Commercial Customers and to Automobile sector respectively.</p> <p><u>COST:</u> The major cost items are as follows:</p> <ol style="list-style-type: none"> Capital Expenditures for procurement of Compressors, Dispensers, Cascades, Fittings, Steel/PE Pipes, Meters, Regulators, DRS, etc. and execution of project. Cumulative Capex incurred up to 31.03.2022 is Rs.188.83 crore. Operation and Maintenance Expenditures for generation of Revenue. Establishment Expenditures for day-to-day activities of the company. Interest on debt capital. <p><u>REVENUE:</u> Revenue upto 31.03.2022 is Rs. 45.77 Cr, EBITA Rs. 12.39 Cr, PBT Rs. 5.77 Cr and PAT Rs 3.34 Cr</p>		
Scope of Internal Audit	<p>A. Internal auditor will review the various processes and internal controls and improvise these processes in the framework of Risk & Corporate Governance.</p> <p>B. Review of adherence to budgets, review of policies & compliance</p>		

thereof, authorizations process followed across all functions (Project, Purchase, finance etc) in the organization.

C. Review of processes for ensuring legal compliance, including verification of statutory compliances

D. Activities: The activities identified for the audit are as follows:

- (a) Examination/review of compliances of internal audit report of previous year 2021-22 and comments thereon.
- (b) Procurement Process and Project Monitoring (100% verification for Project)
 - Project monitoring and controls of payment to contractors, adherence to the tender terms and conditions of the tender by the parties
 - Compliance to Tender Guidelines and DOA of HNGPL
 - Procurement Process (especially project related direct and indirect materials and services) including call offs made against ARC contracts
 - Verification of Project Inventory
- (c) Other Purchases including services
- (d) Debt Management
- (e) Fixed Assets –
 - Capex budgets, record maintenance and physical verification of fixed assets, disposals etc for existing assets
 - Process for booking Capital WIP & capitalization of assets
 - Disclosure required under Companies Act Schedules.
 - Assets register maintenance
 - Depreciation accounting
 - Insurance of Fixed Assets
- (f) Review of Payables including payment terms
- (g) Vendor management including Vendor Registration and Review of Vendor Master. The verification of project vendor master, their payment terms as per PO, accounting there of to be done on 100% basis.
- (h) Review Budgeting and MIS (processes for formulating budgets and monitoring)
- (i) Direct & In Direct Tax Compliances (process for ensuring compliances) and Returns filing – verification to be done for 100%. The detailed checking of compliance under GST to be done
- (j) Accounting framework – compliances with applicable accounting standards and disclosure requirements under the Companies Act, 2013 and as per IND AS.
- (k) Segregation of Duties (SOD's) for clearing of Vendor Invoices and for other activities
- (l) Invoicing and receipts including pricing
- (m) Receivables management and maintenance of payment terms and Review of Customer Master
- (n) Bank Reconciliation Statements
- (o) Gas Reconciliation.
- (p) Any other aspect which the Auditor deems necessary to provide assurance on Controls

For Details Scope of Work – Please refer Annexure I – as under

The Scope of work is indicative and can be modified, if board advised to do so.

The Internal Audit will be conducted in two spell i.e Nine months i.e 1st April 2022 to 31st Dec. 2022 and three months ie 1st Jan. 2023 to 31st March 2023.

Internal Auditors will submit a draft report for above period and consolidated annual report stating observations and recommendations to the audit coordinator, who will organize to obtain written responses on the observations and recommendations.

The final report for financial year, after discussion with the CFO & CEO, shall be submitted to the Board of Directors.

Sl.	Annexure I to Scope of Work
1	Review of maintenance of Books of Accounts, various statutory and financial records, compliance of IND AS, IFC, Risk Management Strategy etc.
2.	Review of System of Procurement Procedure starting from indenting to award of all type of Contracts and its Execution, Status of achievement of MWP Targets
3	Review of Arrangement and Utilization of Funds,
4	Review of Budgetary Control Mechanism and MOU compliance.
5	Review of Treasury Management, adherence with Loan Agreement, DPE Guidelines for investment
6	Review of Capital as well as Revenue Expenditure with detailed analysis and reasons of any increase in expenditure
7	Review of Payments to vendors as per terms of PO /WO, accounting, compliances of Statutory Taxes and Duties and its compliances.
8	Review of All type of Statutory Compliances including Tax Compliances. Status of disputes of tax liabilities etc.
9	Review of all legal and PNGRB Compliances, Safety mechanism and its compliances
10	Review of Billing of CNG, PNG system and procedure, realization of debtors, its aging, provision of bad debts etc.
11	Review of Project activities, timely completion of projects, payment to contractors as per terms of contracts, status of closure of contracts and its aging, action plan for timely closure of contracts etc.
11	Review of Internal Control Systems and Procedures
12	Review of Insurance of Assets, Renewals, Claims, refund etc.
13	Review of Physical verification of Assets, Stores and Spares, write off procedure etc.
14	Review of system and procedure of the company and its adherence, reporting of any failure.
15	Review of Statutory Auditor, internal Auditors, CAG Observations and action taken by the company for its compliances.
15	Compliances of Audit Committee, Board and AGM Minutes, Internal Audit Reports, and other Statutory Authorities directives etc.
16	Review of Any other area/aspect of importance.

7.0 ACCEPTANCE OF QUOTATION:

- I. The authority for acceptance of the quotation documents and quoted rates will rest with the competent authority of HNGPL, who does not bind himself to accept the lowest or any other quotation, nor does he undertake to assign reasons for his decision in this matter.
 - II. Acceptance of quoted rates will be communicated as soon as possible.
 - III. All the quotation documents submitted by a bidder shall become the property of HNGPL and HNGPL shall have no obligation to return the same to the bidders.
 - IV. **Canvassing in connection with quotation is strictly prohibited and the quotation submitted by the bidder who resorts to canvassing will be liable for rejection.**
 - V. If the bidder deliberately gives wrong information or conceals any information/facts in his quotation, which shall be favorable for acceptance of his quotation fraudulently, then HNGPL reserves the right to reject such quotation at any stage of execution without any financial liability.
 - VI. The bidder shall treat the contents of the quotation documents as private and confidential.
 - VII. Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions
 - VIII. HNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 8.0** Any bidder, who wishes to quote against this **RFQ**. The Document, may download from HNGPL official websites and submit (offline) their Bid complete in all respect as per terms & conditions of RFQ Document on or before the Due Date & Time of Bid Submission.

**Bid Submission place - 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar-249401 (U.K.)**

This is not an Order/Contract.

For & on behalf of
Haridwar Natural Gas Pvt. Ltd.

(Authorized Signatory)
(Chief Executive Officer)

ANNEXURE –II
(On Bidder's Letter Head)

RFQ No: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03

To,
The CEO,
Haridwar Natural Gas Private Limited
House No- 129, New Haridwar Colony
Behind Matrichhaya Medical Centre
Ranipur Mode, Haridwar, Uttarakhand
PIN- 249401.

Subject: A self-certificate for Quotation for “Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23

Dear Sir,

This is to certify that the undersigned bidder has not been blacklisted by any Central/State Govt. organization, Public Sector Units or its contracts have not been terminated on account of poor performance.

Yours faithfully,

Signature of Bidder

Name: _____

Mobile/Tel No.: _____

Address : _____

ANNEXURE- III**RFQ No.: HNGPL/HARIDWAR/INTERNAL AUDIT/2022-23/03****Schedule of Rates for Hiring of Services for Conducting Internal Audit of the Company for FY 2022-23**

Statement of Charges for Billing of Services for Consulting Internal Audit of the Company for FY 2022-23					
Sl No.	Description	Qty	Unit	Annual Cost (Rs.)	Total Amount for FY 2022-23 (Rs.)
1	Internal audit fee For Audits:	1	Lump Sum		
	a. 1 st April 2022 to 31 st Dec. 2022 and				
	b. 1st Jan 2023 to 31 st March 2023				
Grand Total					
GST (@. %)					
Total amount including GST					

Note:- Internal Audit fees should also include the Out of pocket/Travelling/Board & lodging charges.

