



A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd. and
Hindustan Petroleum Corporation Ltd

REPLIES TO BIDDERS QUERIES

Date: 10.06.2025

Tender Document No: GGPL/C&P/T4S & IMS/SR 1000011/2025-26/01 dated 28.05.2025

Subject: Tender for Hiring of Agency for T4S and IMS Certification for CGD Project of GGPL in East & West Godavari Geographical Areas of Andhra Pradesh

The following modifications to the subject tender is hereby authorized

S. No.	Description	Page No. / Clause No.	Amendment/Addition/ Modification
1	REPLIES TO BIDDERS QUERIES	-	As per Annexure-I of this document

All other terms and conditions of tender document remain unchanged

Authorized Signatory

REPLIES TO THE QUERIES

S. No.	Section No./ Clause No.	Original Clause	Clarifications Sought/Suggestions	GGPL Reply
1.	Clause No. 2.21 Page No. 117 of 193 of (GGPL Tender Doc)	<p><u>FORCE MAJEURE:</u></p> <p>In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p> <p>The term "Force Majeures" as employed herein shall include:</p> <ul style="list-style-type: none"> a) act of terrorism; b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution. c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion... d) epidemics, earthquakes, flood, fire, 	<p>We request you to add the following events in the Force Majeure definition i.e. "Pandemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation.</p> <p>Please Consider</p>	Any unforeseen situations that arise during the contract tenure will be dealt as per the Government guidelines time to time.
			<p>We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.</p> <p>Please Consider</p>	Tender conditions prevail

	<p>hurricanes, typhoons or other physical natural disaster, but excluding....</p> <p>e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide....</p> <p>The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.</p> <p>If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party. Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.</p>	<p>We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract.</p> <p>Please Consider</p>	<p>Tender conditions prevail</p>
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2.	<p>Clause No. 4.5 Page No. 131 of 193 of (GGPL Tender Doc)</p>	<p><u>Insurance</u></p> <p>Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act. The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.</p> <p>If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.</p> <p>INSURANCE TYPES:</p> <p>a) Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of</p>	<p>We request you kindly suggest actual requirement of Insurance for the service provider for this tender.</p> <p>Kindly Clarify.</p>	<p>Bidder to ensure based on resources deployed during the contract as per the mentioned clauses</p>
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		<p>injury sustained in connection with any of the services.....</p> <p>b) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.</p> <p>c) Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).</p> <p>d) Automobile Public Liability Insurance covering owned, non- owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.</p> <p>e) Public Liability Insurance as required under Public Liability Insurance Act 1991.</p>		
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3.	Clause No. 3.8 Page No. 127 of 193 of (GGPL Tender Doc)	<p><u>Limitation of Liability</u></p> <p>Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:</p> <ul style="list-style-type: none"> (a) In the event of breach of any Applicable Law; (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services <p>However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.</p>	<p>We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract.</p> <p>Please Confirm.</p>	Tender conditions prevail
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4.	Clause No. 6.2 Page No. 143 of 193 of (GGPL Tender Doc)	<p><u>Arbitration</u></p> <p>Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.</p>	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of “Sole & independent Arbitrator” should be agreed by both the parties mutually for any amount of claim.</p> <p>Please Consider</p>	Tender conditions prevail
5.	Clause No. 6.3 Page No. 144 of 193 of (GGPL Tender Doc)	<p><u>Jurisdiction</u></p> <p>The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.</p>	<p>We request you to allow Courts of Mumbai to have exclusive jurisdiction over the matter. Please Confirm.</p>	<p>The clause may be read as under:</p> <p>“Courts at New Delhi “</p> <p>To be read as</p> <p>“Courts at Andhra Pradesh “</p> <p>In the complete tender document</p>

6.	General	<u>Bid submission due date</u>	<p>We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. Also duly considering the nature of expertise involved and niche services to be provided for this assignment, we are in the process of preparing a comprehensive proposal. Also, being a company having headquarter in Munich, Germany, our proposal are being reviewed and approved at global level.</p> <p>In consideration of the same, we request you to please grant an extension of 7 working days till 25th June from the due date of submission.</p> <p>Kindly Confirm.</p>	Tender conditions prevail
7.	Clause No. 2.22 Page No. 119 of 193 of (GGPL Tender Doc)	<p><u>LIQUIDATED DAMAGES:</u></p> <p>Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipment's so as to commence the Services within Mobilization Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay</p>	<p>We understand as per GGPL Tender Doc, that Liquidated Damages applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances.</p> <p>Kindly Consider.</p>	Tender conditions prevail

		or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty. The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.		
8.	Clause No. 2.17 Page No. 115 of 193 of (GGPL Tender Doc)	<p><u>TERMINATION</u></p> <p>TERMINATION OF CONTRACT:</p> <ul style="list-style-type: none"> ➤ TERMINATION OF CONTRACT FOR DEATH ➤ TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC. ➤ TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE ➤ TERMINATION FOR CONVENIENCE ➤ AMOUNT PAYABLE IN CASE OF TERMINATION: 	<p>a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason.</p> <p>b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor</p> <p>c) We request you to please give the clarification on the payment cycle after the termination of the contract.</p> <p>Please consider</p>	<p>Tender conditions prevail</p> <p>Ans c) As per contract provisions</p>

9.	Clause No. 3.9 Page No. 127 of 193 of (GGPL Tender Doc)	<p><u>INDEMNITY</u></p> <p>If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.</p>	<p>We understand that the limit of indemnification by a Third-party inspection agency/Contractor will be limited to the contract fees in any circumstances.</p> <p>Kindly advise.</p>	Tender conditions prevail
10.	Clause No.2.0 C Page No. 178 of 193 of (GGPL Tender Doc)	<p><u>Payment</u></p> <ul style="list-style-type: none"> ➤ 80 % on completion of T4S/IMS audit and submission of draft report. Draft report to be submitted within 15 days from the date of completion of Audit / inspection at the sites and after the acceptance of EIC. ➤ Remaining 20 % on submission of Final report which shall be submitted within 15 days from the date of acceptance of draft report by GGPL 	<p>We understand that credit period and Invoicing cycle will be applicable as per the Given clause in tender Document.</p> <p>Kindly confirm.</p>	Confirm

11	SUBMISSION AND OPENING OF BIDS 22.3 of BDS	Mode of Bid submission	Bid to be submitted in Hard copy or in Online?	Bidder shall submit their bid in hard copy
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