



Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	7.5KW OffGrid Solar Plant-JDRO	
Description	SUPPLY INSTALLATION AND COMMISSION OF 7.5 KW OFF GRID GROUND MOUNTED SOLAR POWER PLANT AT NEW RETAIL OUTLET VILLAGE PACHPADHARA BARMER UNDER JDRO.	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	30-May-2020 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	23-May-2020 15:00	
Queries End Date & Time	28-May-2020 15:00	
Un Priced Bid Open Date & Time	30-May-2020 15:15	
Purchase Deptt.	PURCHASE DEPT-JODHPUR RRO	
TF/EMD Drop Box Address	HPCL Jodhpur RO Bhagat Ki Kothi Jodhpur	
Tender Description	Please refer attached tender terms and conditions	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	0.0

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 90 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.

In case bidder does not deviate from the standard offer validity in on line deviation form, bid's offer validity shall be considered as mentioned above.

In case a Revised priced bid is initiated for this tender, at a later date (eg Technical evaluation stage etc), it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised bids from the bidder within specified time period, the original bid submitted by the bidder shall not be considered for evaluation.

Organization reserves the right to reveal the contents of the bid documents submitted by the vendor during the witness bid opening process as per prevailing policy of the corporation.

Please quote all the taxes, if applicable, only in percentage terms and not in Per unit(Amount) basis. The Per unit option is provided only to quote for extras like Loading charges, packing charges, TPI charges etc. In case, it is found that you have quoted taxes in amount basis, your bid may be liable for rejection.

Tender No. : 20000013-HB-11107



Tender Published On : 22-May-2020 10:34

Line Details Of Tender							
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
Off Grid Solar Power Plant				Mandatory: Yes			
1	7.5KW OFFGRID SOLAR SUPPLY	11107-JODHPUR RRO	Lump Sum	1	998732	08AAACH1118B1ZC	Yes
DESCRIPTION => DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SOLAR SYSTEM AS PER DATA SHEET, TECHNICAL SPECIFICATION AND TENDER/PO REQUIREMENT.							
2	7.5KW OFFGRID SOLAR INSTALLATI	11107-JODHPUR RRO	Lump Sum	1	998732	08AAACH1118B1ZC	Yes
DESCRIPTION => DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SOLAR SYSTEM AS PER DATA SHEET, TECHNICAL SPECIFICATION AND TENDER/PO REQUIREMENT.							



Tender terms and conditions				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tender terms and conditions	Terms 20000013.pdf	-	No
2	Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender (Annexure II)		-	Mandatory
3	Confirm acceptance of technical specification and scope of supply as per tender enquiry.		-	Allowed
4	VALIDITY: Confirm your offer is valid for 90 days from due date/extended due dates for placement of order.		-	Allowed
5	PAYMENT TERMS: Confirm acceptance of payment terms as specified in the attached Terms & Conditions.		-	Allowed
6	DELIVERY PERIOD: Confirm Acceptance of Delivery Period as per terms of tender		-	Allowed
7	Confirm that GST has been entered under taxes and extra of the price bid as applicable percent of GST . In evaluation the GST entered under taxes and extras only shall be considered		-	Allowed
8	MSME / NSIC Registration Details . If Registered , please upload the certificate/S		-	Mandatory
9	Incase of Micro and Small enterprises, if you belong to SC/ST category (please attach copy of your certificate)		-	Mandatory
10	Confirm your acceptance of warranty / Guarantee / Liability period clause		-	Allowed
11	Confirm your acceptance of Security Deposit Clause		-	Allowed
12	Please Mention your GSTIN Number and upload GST Certificate		-	Mandatory
13	Mention your entity details PROP or PARTNER or LTD or PVT LTD		-	Allowed
14	furnish Organisation Data as per specimen attached with Tender (Annexure III)		-	Mandatory
15	Declaration on GST (Annexure IV)		-	Mandatory
16	Price Reduction Confirm your acceptance for delayed delivery clause as per the attached Terms & Conditions.		-	Allowed
17	Confirm acceptance of ARBITRATION clause.		-	Allowed
18	Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder.		-	Allowed
19	Contact Details: NAME OF CONTACT PERSON		-	Allowed
20	Contact Details: TELEPHONE NUMBER - OFFICE		-	Allowed
21	Contact Details: TELEPHONE NUMBER - RESI		-	Allowed
22	Contact Details: MOBILE NUMBER		-	Allowed
23	Contact Details: FAX NUMBER		-	Allowed

HINDUSTAN PETROLEUM CORPORATION LIMITED

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSION OF 7.5 KW
OFF GRID GROUND MOUNTED SOLAR POWER PLANT AT NEW RETAIL
OUTLET VILLAGE PACHPADHARA BARMER UNDER JODHPUR RETAIL
REGIONAL OFFICE.**

UNPRICED BID



**TENDER NO: 20000013-HB-11107 Dt. 22.05.2020
DUE ON: 30.05.2020 @ 15:00 Hrs**

HINDUSTAN PETROLEUM CORPORATION LIMITED
JODHPUR RETAIL REGIONAL OFFICE
BHAGAT KI KOTHI
JODHPUR

HINDUSTAN PETROLEUM CORPORATION LIMITED
(A Government of India Enterprise)
JODHPUR RETAIL REGION
JODHPUR
NOTICE INVITING TENDER
FOR
SUPPLY, INSTALLATION AND COMMISSION OF 7.5 KW OFF GRID
GROUND MOUNTED SOLAR POWER PLANT AT NEW RETAIL OUTLET
VILLAGE PACHPADHARA BARMER UNDER JODHPUR RETAIL REGIONAL
OFFICE.

TENDER No. 20000013-HB-11107-DATED 22.05.2020

1. HINDUSTAN PETROLEUM CORPORATION LIMITED (A Govt. of India Enterprise) proposes **FOR SUPPLY, INSTALLATION AND COMMISSION OF 7.5 KW OFF GRID SOLAR POWER PLANT AT NEW RETAIL OUTLET VILLAGE PACHPADHARA BARMER UNDER JODHPUR RETAIL REGIONAL OFFICE.**
2. HPCL invites sealed bids under single stage two bid system (Part I: Un Priced Bid & Part II: Priced Bid) from the recipients of tenderers, who received the tender document from our E-Procurement Portal for the subject tender.
3. The units registered with MSE units as per Public Procurement Policy shall be extended purchase / price preference as per government guidelines in force from time to time. Units registered with NSIC / MSE are exempted from payment of EMD.
4. Parties who have been blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL / any Government / Quasi Government Agencies or PSUs, shall not be considered for award of job. The bidder should give a written declaration regarding the same, as per format enclosed with tender documents.
5. HPCL reserves the rights to reject any or all bids without assigning any reason.
6. In case of any clarifications, party may contact
Shri Krishna Kumar Barun, Manager–Retail Engg, Jodhpur RO Phone No (919435009753), e-mail: krishnabarun@hpcl.in
Shri Bhupen Patil, Manager-Retail Engg, Jodhpur RO Phone No (919825012598), e-mail: bhupenpatil@hpcl.in

DECLARATION NON BLACKLISTED / NON BANNED PARTY

To,
North West Zone-Retail,
Hindustan Petroleum Corporation Limited
JODHPUR,

Date:

Ref.: Tender No.: 20000013-HB-11107 for SUPPLY, INSTALLATION AND COMMISSION OF 7.5 KW OFF GRID GROUND MOUNTED SOLAR POWER PLANT AT NEW RETAIL OUTLET VILLAGE PACHPADHARA BARMER UNDER JODHPUR RETAIL REGIONAL OFFICE.

We, _____, hereby declare/ clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

We also hereby declare that we have reviewed all the documents mentioned below and uploaded the required documents at <https://etender.hpcl.co.in/> against tender no. 20000013-HB-11107 and are acceptable to us:

1. Special Terms & Conditions.
2. Item Descriptions.
3. Technical Specifications & Testing of Material.
4. Approved Makes.
5. Reference Drawings.
6. General Terms & Conditions.

All other Terms & Conditions mentioned in the above Tender are acceptable to us without any deviation.

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: _____

Position in company: _____

Mobile Number(s): _____

Telephone Number (O): _____

Telephone Number (R): _____

ANNEXURE - III

ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER.

Name of Bidder :-		Bidder Response
Vendor Code :-		
Type of Organisation & Entity Details	Status (Prop/HUF/Partnership/Ltd Co)	
	NAME OF Proprietor/Partners/Directors)	
	Office Address with Pin Code & Telephone Number	
	Factory Address with Pin Code & Telephone Number	
	E Mail ID	
	Name of Contact Person & Contact Number (Landline/Mobile)	
PAN NUMBER (copy to be uploaded)		
Whether registered under NSIC/MSME (certificate to be uploaded)	If NSIC - Certificate No. & validity	
	If MSE - Certificate No. & validity	
	Whether SC/ST under MSME (Certificate attached Yes/No)	
GST Details	GSTIN number/numbers	
	Whether Composition dealer under GST Act or not. If NO, provide following details: i,ii.	
	i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof.	
	ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof	

SEAL, SIGNATURE & NAME OF THE TENDERER

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

DECLARATION ON GST

Payment of GST and filing of GST Returns to enable Hindustan Petroleum Corporation Limited to avail Input Tax Credit (ITC) correctly

With reference to Payment of GST & filing GST Returns for availing Input Tax Credit (ITC) by HPCL as per GST provisions for the Invoices raised by us, we hereby declare as follows:

1. We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
2. We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
3. We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
4. We hereby agree as under: -
 - i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance / default / negligence of the seller of goods /service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
 - ii. In case of rejection of ITC by the concerned Tax Authority, for non-filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

Any breach of the above declaration shall be construed as breach of the terms and conditions w.r.t. GST and Hindustan Petroleum Corporation Limited shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned in para 4 (ii) above, from:

- i. any of our Bank Guarantee executed in your favour, if any,
- ii. Retention / Security Deposit paid for any of your work, if any or
- iii. Other unpaid invoices, if any raised by us on Hindustan Petroleum Corporation Limited.

Place :

Date :

(Seal)

Signature

Name :

Designation :

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS
FOR

SUPPLY, INSTALLATION AND COMMISSION OF 7.5 KW OFF GRID GROUND MOUNTED SOLAR POWER PLANT AT NEW RETAIL OUTLET VILLAGE PACHPADHARA BARMER UNDER JODHPUR RETAIL REGIONAL OFFICE.

The following Attachments / Annexures as sought thru this e-tender under Mandatory Requirement while developing the Technical Response of tender are required to be uploaded as duly filled in, signed (with witnesses for Integrity Pact) & stamped documents. These documents shall form part of documents in Technical Evaluation process; tenders submitted without uploading of these documents are liable for rejection.

1. Declarations (Black listing, GST registration certificate)
2. Integrity Pact
3. Firm / Company Entity Status with proof (Prop, Partner, Pvt / Public Limited)

The declaration formats and HPCL pre-signed Integrity Pact documents for the above are to be printed from the tender document.

DUE DATE FOR SUBMISSION

Online tender submission : upto 30.05.2020 @ 15:00 Hrs

Online un-priced bid opening of tender : from 15:15 Hrs on 30.05.2020

Earnest Money Deposit (EMD) : NIL

This Two Bid limited Standing Order Rate (SOR) e-Tender is for carrying out Civil, Mechanical & Electrical jobs except Canopy for **TENDER FOR Supply, Installation and Commissioning of 7.5 KW Off Grid Ground Mounted Solar Power Plant at New Retail outlet Village Pachpadhara District Barmer UNDER JODHPUR RETAIL REGIONAL OFFICE.** Party may acquaint themselves with the area before quoting their rates.

Site Address:

HP Auto Centre – Adhoc Hanumandas Purshotam Das
Village Pachpadhara, in HRRL Refinery Premises,
District Barmer
Rajasthan

Timely completion and quality of work will be essence of the contract. Feedback on quality of work will be obtained from respective sites and in case of performance below acceptable levels no further jobs will be given even within the proposed contract.

No deviation / escalation in rates shall be permitted for entire validity of the purchases order.

All jobs to be carried out as per following documents (listed in order of superiority) attached. Superior documents are listed first. In case of any conflict between documents: terms/ clauses of earlier listed documents (in following list) shall supersede that of later listed document. All IS Codes referred to shall be of Latest Edition.

1. Special Terms and Conditions.
2. Item wise detailed description.
3. Approved makes.
4. Technical Specifications.
5. Testing of material.
6. Reference Drawings.
7. General Terms and Conditions

ONE numbers of vendors are required for the job

Please also note the following points carefully:

- 1) Vendor are advised to strictly follow the technical specification /terms.
- 2) Vendor are advised to quote the GST / Tax portion separately.

1. SCOPE OF WORK

1.1 This tender has been floated for supply, installation and commissioning on Ground Mounted 7.5 KW off Grid solar plants system at COCO Pachpadhara Barmer in the states of Rajasthan as per details given.

The scope of the job includes supply, installation & commissioning of Ground Mounted 7.5 KW off Grid Solar Plants at COCO Pachpadhara under Jodhpur Retail Region. The final handover to be done to the location after connecting the load on grid by taking necessary approvals from State electricity board, State nodal agency (Renewable Energy Department)/ Chief Electrical Inspector if applicable. Obtaining approval from respective department is in the scope of vendor. No separate payment shall be paid for the same. All statutory compliance related to the project will be in vendor's scope.

Power generated will be fed to Electricity Boards grid thru' interactive system enabling net metering as per respective Electricity Board/subsidiaries, if any, norms and applicable central/state/local govt. statutory guidelines.

The bidders must be fully aware of various norms and guidelines and ensure compliance while installation of Solar Plants. Follow-up with the State Electricity Board and subsidiary/local power company etc. shall be in the scope of successful bidder to whom purchase order shall be issued, to get net metering connection expeditiously. He/she will also make available various

forms and formats of applications to be filed by HPCL for this purpose. Any statutory fees etc. shall be reimbursed on submission of original receipt. Hence, bidders are requested not to consider statutory fees in their offer.

1.2 The firm should have at least one technical maintenance and support base in the state of Rajasthan for post installation services facilities to achieve the 24 hours response time.

1.3 Warranty:

a. Total system shall be under onsite warranty / Guarantee Liability period for a minimum period of 5 years for Batteries and 25 Years for PV Solar Panel from the date of commissioning and handing over to HPCL.

b. The PCU/Inverter shall be under onsite warranty for a minimum period of 5 years from the date of commissioning and handing over to HPCL.

1.4 The contractor shall provide all tools and tackles for proper execution of work.

1.5 **Gate Passes/Work Permits/ Safety Measures:** It shall be the responsibility of the Contractor to take valid workmen passes for all labour employed by him for the entire duration from locations for the completion of the job. The contractor shall strictly adhere to the Work Permit System, use of PPE and other safety norms as laid down by HPCL from time to time.

1.6 Codes and Standards:

a) All equipment and accessories shall comply with requirements of relevant national / international standards.

b) Test certificates with I-V curves & efficiency from reputed lab shall be provided for the SPV Modules.

1.7 Drawings & Manuals:

a) Detailed technical drawings of all aspects (e.g General arrangement (GA), foundation drawings, mounting, wiring & protection scheme, earthing layout etc.) of the system shall be provided by the contractor.

b) Detailed manual on Operation & Maintenance of the system shall be provided by the contractor. The drawings & manuals shall be given in hard as well as soft format to each location.

1.8. If required, Coordination with concerned department for executing power evacuation agreement is in the scope of successful bidder. Coordination with department for Installation of net metering unit at appropriate location is also in the scope of bidder. Bidders are requested to quote considering cost towards Cables laying up to net meter from respective arrays as per site condition.

1.9. Note to Bidders: Bidders are requested to visit the site for accessing the condition for installation of Solar Panels before quoting.

2. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION OF SOLAR PHOTOVOLTAIC MODULES –

- i. The solar photovoltaic modules to be used for the project should be Mono crystalline or Poly Crystalline only.
- ii. The capacity of the Solar Modules should be equal to or greater than 330 W. Solar Modules to be used have to be framed only. At least 24 Nos of Solar panel to be used.
- iii. Module should be PID Free and of positive Tolerance only.
- iv. Modules should have an efficiency of not less than 15% and the fill factor should be above 0.75.
- v. SPV modules should be designed and manufactured to meet the recognized standard which must have been used extensively with an excellent track record of performance. Minimum dimension of the SPV module shall be preferred. Bidders should submit the technical literature with detailed technical specifications of the modules along with drawings & manuals.
- vi. The SPV Module should be tested and should have IEC/BIS test certificate from any recognized IEC accredited or MNRE approved laboratory. The test certificates should have validity of at least 6 months from the date of submission of the tender document.
- vii. The SPV modules should conform to the minimum technical specification laid down by MNRE that can be referred to on the MNRE website.
- viii. The PV Modules shall be tested for Salt Mist Corrosion Test as per MNRE requirement.
- ix. PV modules used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. All specifications should refer to the Standard Test Conditions (STC).
- x. The Solar PV Modules should also be warranted against manufacturing defects and Workmanship for 10 years.

The approved makes for Solar Modules are: Waaree, Vikram, Emmve, Tata Solar, Moser Bear, BHEL, Luminous, Central Electronic Limited.

TECHNICAL SPECIFICATION FOR INVERTERS

The Inverter/s used should be robust, intelligent On-grid inverters manufactured by reputed international companies having sales and service office in India or having an authorized distributor capable of providing after sales service. The inverter/s must conform to the IEC 61683 and IEC 60068-2, IEC 62116, IEC 61727. The typical specifications required are as under:

1. The inverters should be string inverters only.
2. All inverters should be 3 phase, 415V, 50Hz AC output
3. Minimum Start Voltage should be between 200V to 500 V
4. MPPT Range 200V-800V
5. Maximum Input Voltage: 1000V DC
6. Euro / CEC Efficiency above 97%
7. Frequency: 50Hz +/- 1.5%

8. Power Factor > 0.99
9. THD < 3%
10. Ambient Temperature range: -200 C to + 600 C
11. Warranty: 5 Years Comprehensive.
12. Integrated Ground Fault Protection
13. Anti-Islanding Feature
14. Transformer less
15. over Voltage/ Under Voltage Protection
16. Auto shut down in case or Over Heat/ Over Temperature.
17. The inverter/s should be equipped with an in build web based data logger or should be compatible with an external data logger along with appropriate software's log data and to generate reports/ graphs for AC generation in kWh, Peak daily KW, monthly generation in kWh, annual generation in kWh and other features.

Approved Makes of the inverter are: GE, SMA, Ingeteam, Kaco, Fronius, Delta, ABB, Polycab, Mitsubishi Electrical, Siemens, Luminous.

TECHNICAL SPECIFICATION FOR SOLAR MODULE MOUNTING STRUCTURE

- i. Supply of complete solar module mounting structure, hardware etc. shall be suitable for Ground / floor mounting as per site requirements. Module mounting structure should be as per MNRE specifications.
- ii. The structure shall be designed in accordance with the latitude of the place of installation. The array mounting structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. Structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly. Site visit by bidder is recommended for the same.
- iii. The support structure is to be Hot Dipped Galvanized steel made from ISI marked M.S Angles/ channels or Pre Galvanized extruded sections. All fixing fasteners and nuts and bolts should be of Stainless Steel only.
- v. The minimum clearance of the lowest part of the module and the ground level shall not be less than 500 mm for ground mounted structure.
- vi. The structures are to be pre-fabricated for easy assembly at site. **No hot work will be allowed at site.**
- vii. The foundation design should be made by the structural engineer giving due consideration to the weight of the module, the weight of the structure assembly, maximum wind speed of the area, soil condition, seismic factors of the site, as all structural/ Civil considerations for ensuring the safety and durability of the Structure. Soil testing for ground mounted Solar PV Systems should be carried out.
- viii. The structure along with the foundation blocks are to be designed to withstand wind speed as per local wind data analysis.

- ix. The design of the structure and foundation should meet IS 875 Standards and the same shall be duly certified by a structural engineer that needs to be submitted along with the documentation after installation of the Solar PV System.
- x. The foundation pedestals where-ever necessary shall be concrete.
- xi. The design calculations and the wind speed analysis for the foundations & solar mounting structure shall be signed and sealed by the RCC Structural consultant of the supplier.

TECHNICAL SPECIFICATION - CABLES & ELECTRICAL CONTROLS

All the necessary cables (starting from PV array till the Grid) shall be supplied conforming to IEC 60227/IS 694 & IEC 60502/IS 1554 shall be as per M/s HPCL's requirement. AC cables from Inverter to Inverter Interactive Panel should be 4C stranded copper flexible conductor as per IS and should be of 1.1 KV grade, UV Resistant of suitable rating as per requirement. 4/ 3.5 core XLPE Copper / Aluminum Armored cable of suitable thickness is to be used from Inverter Interaction Panel to the Main L.T Panel. All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands. The size of cables/wires should be designed considering the line losses, maximum load on line, keeping voltage drop within permissible limit and other related factors. Maximum permissible line losses should be less than 4%. The cables and wires should be ISI marked and confirm to latest BIS standards as required by MNRE for Solar applications.

The ambient temperature ranges of the cables and wires to be used should be from -50 C to + 900 C and above only. Only Solar DC cables for DC side wire are to be used. The solar DC cables should be certified by TUV. All flexible cables to be properly dressed and enclosed suitable in UPVC Pipes and / or G.I Cable trays with covers. Suitable ferrules are to be used to number the cables for easy traceability. The cables are to be terminated in the equipment with copper lugs properly crimped.

Flexible pipes and conduits are to be suitably used at corners and at places where there is a possibility of the cables getting cut by abrasion.

Solar DC Cables approved Makes: Polycab, Top Cable Spain, Lapp Germany, Siechem or any other equivalent reputed brand (equivalent reputed brand can be used only after prior approval from HPCL EIC, Decision in this regard will be final and binding on bidder).

AC cables: Finolex, Polycab, Havell's, Lapp or any equivalent reputed brand. (Equivalent reputed brand can be used only after prior approval from HPCL EIC, Decision in this regard will be final and binding on bidder).

SUPPLY AND INSTALLATION OF LIGHTNING / SURGE PROTECTION

The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the

PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. Suitable equipment's for AC and DC Surge Protection should be provided with the system. Copper conductor lightning protection for individual buildings should be provided for RCC roof mounted Solar PV Systems. The supply of lightning protection systems should also be in accordance to the HPCL standards.

EARTHING, EARTH PITS

The array structure of the PV yard shall be grounded properly using adequate number of earthing pits. All metal casing or shielding of the solar power plants shall be thoroughly grounded to ensure safety of the solar power plants. Each earthing / lightning system shall consist of two earth pits with individual earth strips.

The Solar structure, inverter, lightning arrester should have the separate earth pits. The number of earth pits is to be decided by the Bidder in line of requirements of the electrical inspector /CEIG or any concerned statutory body for the region.

The earth pit shall have to be made as per IS: 3043. All the array structures, equipment's & control systems should be compulsorily connected to the earth. The earthing arrangement should also be approved by the electrical inspector.

SUPPLY & INSTALLATION ARRAY JUNCTION BOX

- a. The array junction box should be dust, vermin & water proof as per IP65 rating and should be made of FRP/ABS plastic (Test certification is required for IP65 degree of protection).
- b. Suitable Fuses/ MCB's should be provided for each string.
- c. A DC Surge Protection Device Class II should be provided in the AJB for grounding the surges to protect the inverter.
- d. The AJB should have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cables.
- e. Suitable markings to be provided on the bus bar for easy identification and cable ferrules shall be fitted at the cable termination points for identification.
- f. Necessary Fire Protection / burning behavior in the event of internal faults: Glow wire test in accordance with IEC 60 695-2-11-UL Subject 94 at 960 C, flame retardant & self-extinguishing.
- g. Other protection: Temperature Tolerance range: - 40 deg C to + 120 deg C / Chemical Resistance: Acid, Lye, Petrol, Mineral Oil & partially resistant from Benzene. UV behaviour: UV stabilized, even after many years there is no sign of brittleness.

Solar L.T Panel / Grid Interaction panel

This shall consist of box of suitable powder coated metal casting. Suitable MCB's/ MCCB's of reputed brands are to be used. The cable entry should have proper metallic glands. Bus bars of suitable dimensions are to be used and single

- a. Incomer – Suitable ACB with energy meter, voltmeter with s/s, Ammeter with s/s, indicating lamps, restricted earth fault relay MCCB suitable for incoming cable.

- b. Outgoing- Suitable MCCBs with gland plate
- c. Main bus bar- with suitable current carrying capacity, TPN Electrolytic aluminum bus bar.
- d. Cubicle construction
- e. Protection –IP-54
- f. Separate gland plate for cable glands.
- g. Bottom cable entry.
- h. Material- CRCA sheet 14/16 gauge
- i. Paint- Power coated Siemens grey.
- j. Restricted earth fault relay

Approved Makes- Switchgear- ABB/Siemens/ L&T/ reputed equivalent

MCCB- ABB/Siemens/L & T/ reputed equivalent

MCB- ABB/ Siemens/L&T/reputed equivalent

Indicating lamps- L&T/Technika/Siemens/ reputed equivalent

Indicating meters- L&T/AE/ reputed equivalent

CTs – AE/ Starlit/ reputed equivalent

Earth fault relay- Alstom/ reputed equivalent Selector Switch- Sulzar / reputed equivalent.

Wires/Cables- Universal/RPG/Finolex/Polycab / reputed equivalent

(equivalent reputed brand can be used only after prior approval from HPCL EIC, Decision in this regard will be final and binding on bidder).

REMOTE DATA MONITORING:

The performance and generation data of the Solar PV Plant is recorded using a data logger. The Remote Monitoring system shall comprise of the following main components:

- i. The inverter logs the data and transmits the same to the Data logger. Data Logger can be in build or can be externally mounted in an IP 65 enclosure.
- ii. Data logger gathers information and monitors the performance of the inverter. It also Supports measurements from the external sensors. The data can be acquired remotely via a modem.
- iii. Remote monitoring equipment to measure following weather related parameters:
 - a) Solar radiation (in plane of array)
 - b) Module temperature
 - c) Ambient Temperature
 - d) Wind Speed
- iv. PC Data logging software enables automatic long-term storage of measured data from PV-Plant.
- v. Communication interface the entire system can be operated and monitored via several interfaces (RS232/RS485, LAN Website/ Telephone modem) in addition to the information indicated on the operator panel. Further information can also be acquired remotely through the interfaces mentioned above.

TECHNICAL SPECIFICATION – BATTERIES

- 1) No of Battery : Minimum 10 Nos
- 2) Rating: 12V / 200 AH
- 3) Type: Tubular Led acid batteries
- 4) Make: LUMINOUS / Exide / Equivalent brand approved by HPCL.

Training:

Once the solar plant is installed and commissioned, training to be given to HPCL personnel on the operation and maintenance procedures. Your service helpline numbers to be shared with us during the handover process.

SCHEDULE OF QUANTITIES

S.no Description Rating UOM

NOTE:- VENDOR TO QUOTE COST OF ENTIRE 7.5 KWP OFF GRID SOLAR POWER PLANT CONSIDERING AS SINGLE UNIT ON LUMP SUM BASIS.

General Specifications:

Type: Off Grid Solar Power Plant

Mount: Ground / Floor Mounted (Panel)

Rating: 7.5 KWp

Power Backup: Atleast 4 Hrs

SPV Solar Panel: 7.5KWp with atleast 24 Nos of 330 W Polycrystalline Solar Panel

No of Batteries: 10 Nos (Minimum)

Battery Rating: 12 V / 200 AH Solar Tubular Battery

Battery Make: LUMINOUS / Exide / Equivalent brand approved by HPCL

Warranty / Guarantee (Liability Period): 5 Years for Batteries and other equipment's and 25 Years for Solar Panel

For this project, comprehensive onsite warranty period is applicable for 5 years for Batteries and 25 Years for Solar Panels (Defect Liability Period).

- A) No Deviation / escalation in rates shall be permitted for entire validity of the purchase order.
- B) The rate shall be included Loading, Unloading and Transportation of the Power Plant equipment's. No extra cost to pay for the same.

- C) HPCL does not guarantee for any minimum quantity / value. Location and Location Wise Quantity may vary and it will be finalized at the time of Supply / Procurement. Required quantity wise Call up order will be issued.
- D) All IS code referred to shall be latest addition only.
- E) HPCL may conduct the TPI or appoint consultant for verification of execution / executed work. However, its cost will be borne by HPCL.
- F) Vendor is required to produce all relevant documents during submission of final bill (Completion letter from Dealer, Measurement sheet, documents for specification of material being used etc.).
- G) Hot work not permitted on Site.
- H) After Completion of work proper documentation to be done, attaching with work completion report from Dealer / retail outlet, warrantee / guarantee Certificate etc.
- I) During visit and attending the complaint, vendor shall ensure all safety measures.
- J) Vendor shall be arrange all required PPE, Tools, apparatus, material etc. during the attending the call, no extra cost shall be paid for the same.
- K) Work is to be carried out in normal operation time of the retail outlet i.e from 0800 hrs to 1800 hrs.
- L) All the safety and security regulations and other statutory rules applicable in the area shall be meticulously complied with. In the event of any suit/damage cause due to non-observance of such rules and Regulations, the contractor shall be solely responsible for the same and shall keep HPCL indemnified against all losses and claims arising from the same.
- M) The contractor shall own the responsibility for storing and keeping his own material.
- N) Damages if any to the Retail outlet assets / Company property due to contractor's negligence, shall be deducted from the Bill at the market price.
- O) Workman / contractor shall be carry of his Adhar Card / Other ID Proof during execution of Jobs.
- P) Arrangement of Electricity Power / water / construction equipment will be in vendor scope, no extra cost to be paid for the same.

- Q) Unit rate included Construction of compatible foundation for Ground mounted Panels will be in vendor scope.

2. PERIOD OF CONTRACT:

The rates once accepted shall be applicable for a **period of One year** from the date of placement of order/ Letter of Intent whichever is earlier. Contractor would be required to complete all the sites which are handed over to them within the validity period of one year. However, on mutual agreement between HPCL & vendor, contract can continue for one more year or till complete financial limit is consumed, whichever is earlier. The rates shall remain unchanged till the expiry of Contract and no Revision of Rates shall be entertained from parties for any reason. No Escalation / De-escalation of rates are applicable.

The contractors whose names shall be selected in the panel for above works shall have to station their authorized representative within the geographical jurisdiction of JODHPUR RETAIL REGION and shall have to keep qualified & experienced supervisors at work sites for effective supervision.

3.0 GENERAL:

- 3.1. Tenderers are requested to carefully study all the documents / annexures and understand the conditions, specifications, and drawings etc., before quoting their rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms & conditions and our specifications.
- 3.2. All the enclosed Tender documents along with the covering letter will form part of the tender.
- 3.3. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 3.4. The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations. In case of any deviation, submit the same through the Deviation Form provided in the Technical Bid of the tender, deviation details if any mentioned other the appropriate place ie the Deviation Form in Technical Bid shall not be considered and such tenders will be evaluated considering them as NIL Deviation.

The offer of bidders stipulating deviations to any of the following terms/conditions will not be considered for priced bid opening. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the following clauses. In case, bidders refuse to withdraw the deviation against following clauses, the offers shall be rejected without any further correspondence with them

- i) Earnest Money Deposit, Security Deposit & Retention Money
- ii) Suspension & Termination
- iii) Liquidated Damages
- iv) Force Majeure
- v) Scope of work
- vi) Arbitration & Integrity Pact
- vii) Payment terms
- viii) Completion Period longer than specified in bid document
- ix) Firm Prices

4.0 DEPOSITS

4.1 EARNEST MONEY DEPOSIT (EMD): NIL

4.2 SECURITY DEPOSIT (SD): Successful parties will be required to deposit **SECURITY DEPOSIT of 1% of PO Value as per clause 4b of General Terms and Conditions. The Security Deposit to be submitted to Purchase Department, JODHPUR retail regional officer JODHPUR**

5. ACCEPTANCE OF THE OFFER BY THE CORPORATION:

Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.

Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer. Purchase / price preference as applicable would be given to Central Public Sector Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

6. SUBMISSION OF BIDS: In 2 Bids: UNPRICED BID and PRICED BID.

UNPRICED BID

It shall contain the following -

- a. **Only the required Attachments/ Annexures as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.**
- b. Certified copies of GST Registrations.
- c. Certified copies of Registration Certificate under NSIC, MSE works contract tax.
- d. Declarations – Delisting, Particulars of Tenderer
- e. EMD in the form of Demand Draft/Bank Guarantee in original or Certificate for exemption (if applicable) to be submitted to our Office at HPCL, JODHPUR.
- f. Organization details as per enclosed format.
- g. Integrity Pact
- h. Prices shall not be mentioned in un-priced bid.

PRICED BID

1. The price to be offered only in the price bid documents of e-tender.
2. Your offer should be inclusive of all the applicable taxes, levies, material cost, labour cost, workmanship, transportation costs etc. with appropriate entry for taxes under, "Taxes & Extras". The entry field for taxes is available in Price Bid under, "Taxes & Extras".
3. Price bid shall not contain anything else other than the rates in the given format. No terms and conditions or exception / deviation are permitted in price bid. For further details on Price & Evaluation Criteria please refer to clause no 23 of Special Terms and Conditions of this tender.
4. For further details on Price & Evaluation Criteria please refer to clause no 23 of Special Terms and Conditions of this tender.

7. VALIDITY OF THE TENDER: The offer shall be valid for a period of 90 days from the due date/ extended due date of opening of the un-priced bid.

8. DISTRIBUTION OF ORDER/ SELECTION OF VENDORS:

The party shall be selected basis "**All-inclusive lowest offers**" received. The job for the subject tender is not sharable. **Only one party is required for the job.** In the event of equal rates from more than one party, the job will be awarded to a single party as per Corporation's policy.

In case, if the offers are found to be same for more than one vendor, then all such offerers will be advised to offer discount on their quote and the order will be placed on the all-inclusive over all lowest offerer considering the discount and / or re-floated to all such tenders for obtaining the discount / lowest offer, and the decision of HPCL shall be final in deciding the above process.

9. **CALL-UP ORDERS:** Based upon the approved rates through this tender, Call-up order(s) will be placed by the concerned Regional Office to the parties on whom Purchase Orders are placed. Scope of job & completion period for each site will be specified in such call up order.
10. **COMPLETION PERIOD:** Completion period shall be specified in the call up letter/ order issued for each site depending upon the scope & quantum of the job at that site. Following maximum completion time from the date of issuance of such call up order shall be in effect:

Completion period - within 15 Days from the date of Call up / advised mail / letter / LOI / advised over phone etc.

After issuance of the call-up order, under some special circumstances, the Corporation may advise Postponement of commencement or carry out the work in stages in writing, in which case the time of Completion shall be extended suitably depending upon the actual delay/ interruptions caused. The Corporation will not however be liable under any circumstances for payment of compensations of any nature to the contractor for such delay or interruptions.

11. **PAYMENT TERMS:** Payment will be made within 15 days of receipt of certified bills through National Electronic Fund Transfer from CPC Disbursement Section, NWZ, and Ahmedabad. Partial Bills to the extent of site basis will be allowed.

Note to Vendors:

Vendor shall update bill details in BTS (Bill Tracking system) and forward original bills to CPC at North West Zone, Ahmedabad and also a copy to user department in HPCL location to enable them to prepare MRR.

70% payment shall be released against supply and delivery of total material at site and 20% against Installation and Commissioning of the plant at site. Remaining 10% shall be with-held as retention money during the period of defect liability period of 5 years from date of commissioning. The retention money shall be released after the successful completion of defect liability period of 5 years.

12. **RETENTION MONEY:**

10% of the total value of each bill will be deducted and retained by the Owner (free of interest) as retention money on account of any damage/ defect liability that may arise for the period covered under the defect liability period clause of the Contract. The defect liability period will be 5 Year from the date of completion of particular site/ job. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/ defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall be final and binding on the Contractor. The condition regarding retention money is guided by Clause No. 7C and Clause No. 11 of General Terms and Conditions.

13. PRICE REDUCTION:

In case of any delay in completion of the work beyond the above completion period, HPCL shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total job value for each site for every week of the delay subject to a maximum of 5% of the total job value for each site (and for part of the week, a pro-rata LD amount shall be applicable). The liquidated damages shall be recovered by HPCL out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract. Should the amount of the liquidated damages is not recoverable in any manner in part or in full, the same shall be payable by the contractor on demand by HPCL with 24% p.a. interest till the date of payment.

Refer the General Terms and Condition Clause No. 10

14. DEALING WITH OUTSIDE PARTIES:

- a. The Contractor should purchase all materials from the market which they require for the work allotted to them in case of credit in their own firms name only.
- b. If any material has been purchased by the Contractor on credit and payments is not cleared, Corporation on receipt of such complaint from any party can recover the amount from Contractor's pending bills or a security deposit, on account of non – clearance of such transactions where Corporation's name /dealings is likely to be adversely affected and may make the payment to the concerned party.
- c. Contractor in their own interest should purchase material from the authorized sources and should fulfill all their obligations of all taxes etc. If the Corporation has reasons to believe that any material has been brought to its premises from unauthorized sources, the corporation can refer the matter to police for verification.

- d. The Contractor can be debarred from Corporation and security deposit shall be forfeited for such lapses.
- e. Contractor should also be required to co-ordinate politely with various agencies such as PWD, Third Party, RTO, Sales Tax Dept., Excise, NHAI, Municipal Authorities etc, in order to ensure smooth progress of work.

15. COMENCEMENT OF WORK AND REFUSALS

- a. The Contractor shall have to start the work within 15 days from date of issue of call up order or advice to commence the work.
- b. If the Contractor is unable to start the work due to preoccupation of Corporation's work elsewhere and accordingly inform promptly to the EIC of his inability to take up the work in hand and if the Corporation is satisfied, the initial date for commencement of work can be extended by the Corporation.
- c. If the Contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reasons for not starting the work in time or if Contractor refuses to carry out the work due to any other reason, the Corporation can cancel that work order by giving a registered notice after the expiry of the specified period as per the order and the same work shall be carried out by any other Contractor at his entire risk and cost and consequences.
- d. In the event of two such cancellations for two different works during the contract period, the initial Security Deposit shall be forfeited and the standing contract shall be cancelled forthwith.

16. IMPORTANT INSTRUCTIONS

- a) Line Item Rates ie Schedule of Rates shall be read with work description, relevant specifications, and instructions to tenders, other special terms and conditions including relevant drawings.
- b) Anything contained to the contrary in the work description shall supersede the specification and drawings
- c) Anything contained to the contrary in the Special Terms and Conditions will supersede instructions to tenderers, particular clauses of General Terms & conditions or clauses stated elsewhere.
- d) The Corporation reserves the right to appoint more than one Contractor and distribute the works among the Contractors as deemed necessary by the Corporation.
- e) The quantum of work during the contract period cannot be guaranteed by the Corporation and will not be binding in any way what-so-ever.

17. SPECIAL CONDITIONS:

- (i) Since the work is to be carried out in running Retail Outlets also, the work is likely to be hampered / delayed due to operational reasons. No claims on account of the above and any other reason whatsoever shall be entertained by the Corporation and work shall be completed by the contractor within the stipulated period considering the above conditions also the Corporation shall not pay any compensation whatsoever for idling of labour / equipment. In case the site is a running outlet, Contractor has to schedule his work in such a way that the operation of the outlet is not hampered.
- (ii) In case, Diesel or Petrol is stored at Site, No hot work will be permitted at site unless permission is granted by HPCL Engineer in charge in writing.
- (iii) Acceptance of the facility / facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the contractor has fully discharged all his obligations in terms of all the contract documents.
- (iv) Facilities dismantled / damaged while executing the works shall be restored to its original condition without any extra cost the Corporation.
- (v) All water proofing works included in the scope of the tender shall be carried out by specialized agencies. Party to submit guarantee in suitable format for a period of 10 years. Similar guarantee shall also be submitted for Anti Termite treatment.
- (vi) Approved makes / brands are specified in the tender for various materials to be used in the construction. It is the responsibility of the party to ensure that materials of best quality and genuine make are procured for use in works. Decision of HPCL with regard to selection of any of the brands / makes stipulated in the tender shall be final.
- (vii) In case of any ambiguities in the tender with regard to the terms and conditions and specifications stipulated, the decision of HPCL shall be final and binding.
- (viii) In case of contradiction between Line Item Rates / Schedule of Rates and Technical specification, the provisions of Line Item Rates Schedule of rates shall supersede the latter.
- (ix) In case specification/make of any item or work is not mentioned in these tender documents, then contractor will be required to take prior approval of the specifications/ make for that particular item/work from HPCL Engineer in charge carrying out the jobs.
- (x) All electrical jobs should be carried out through a licensed electrician only, having a valid electrical license issued by state electricity board or equivalent central/state authorities like Electrical Inspectors and approved by HPCL designated officer in writing.

18. TESTING OF MATERIALS:

Testing of adequate number of samples of various materials in line with relevant standards shall be carried out by the Party at their cost. The details of tests to be carried out are given in this document. The testing shall be carried out at an

approved/ government recognized Laboratory. Wherever applicable, party shall also submit Manufacturer's test certificates.

The EIC reserves the right to satisfy himself on the quality / quantity of the materials before recommending payment. Manufacturer's test certificate / Lab Certificate of materials asked for shall be furnished by the Contractor as desired by EIC.

The project is subject to inspection by various audit / vigilance agencies of Government of India / Hindustan Petroleum Corporation Ltd. If any inspection of works is carried by such agencies, Contractor shall extend his full cooperation to these agencies in examining records, works etc. On inspection by such agencies, if it is pointed out that Contractor has not carried out work according to guidelines laid down in the tender document and also if any recoveries against some items are pointed out therein, the same shall be recovered from Contractor's R/A bills / final bill. The items under dispute shall not be paid in full till inspection agency gives their No objection report.

19. WATER AND POWER:

Water and Power required for construction works and workmen shall be arranged by the Contractor at his / her own cost. Contractor to work for extended hours during night, if necessary, in order to complete the job in time. All necessary lighting arrangements shall be made by the contractor only.

Contractor to assist the clients in obtaining the water / drainage connections for the Retail Outlet by submitting necessary application and work completion certificates etc.

20. INSPECTION BY HPCL OR HPCL AUTHORISED THIRD PARTY INSPECTION AGENCY:

HPCL & HPCL authorised Third Party Inspection Agency will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises / workshop of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall provide his full assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the HPCL's Engineer-in-Charge / Site-in-Charge or representative of HPCL's authorised Third Party Inspection Agency to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

21. PRICE AND EVALUATION

The prices are to be offered only in the price bid document of e-tender.

The tenderers are required to offer their rates against the line item in the price bid for the subject job mentioned above as per the Scope, Special terms and conditions, General Terms & Conditions.

The item wise taxes (VAT / CST / WCT, Service Tax) as offered by the tenderer shall be lo added on to the base value for evaluation.

1) Price Bid:

- a) **Price-bid format:** Bidders are advised to ensure that the Price Bid is quoted and uploaded in the e-procurement system. Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any. (in case any category of supply/services require detailed breakup of basic price, the price bid shall be accordingly configured)
- b) Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.

2) Taxes & Duties:

- a) Bidders to provide applicable GST rates separately in the space provided for the same.
- b) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, and UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- c) The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.

In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied, accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

- d) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- e) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- f) GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- g) Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- h) Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.
- i) New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation shall reimburse/ adjust the increase/decrease in taxes on satisfactory supporting documents being provided by the vendor.
- j) In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

3) Road Permit/Way Bill Clause

- a) Suppliers/Contractors shall arrange Road Permits/Waybills by themselves and comply with the statutory laws of the concerned state.
- b) HPCL will not provide any Road permit to the contractor. Any request from contractor for issuing the road permit will not be entertained.

4) Anti-Profiteering Clause

GST Act. Anti-profiteering provisions mandate that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

5) Evaluation criteria

Evaluation will be done inclusive of all taxes as under:

Registered Vendors: The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.

Unregistered vendors: The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

Vendors under composition scheme: The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPCL and the bid shall be accordingly evaluated.

For this purpose vendor should give status whether Registered, Unregistered or Composition Scheme.

In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the vendor.

For imports, all relevant costs/taxes (as mentioned elsewhere in the tender documents) will be included for the purpose of evaluation.

6) GSTIN Number

States where the supplies/services are required are given in the price schedule. GSTIN details of HPCL for these states can be taken from our website www.hindustanpetroleum.com.

Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations. System shall populate the Vendor's principal GSTN code against all lines in the bid generation page with option to edit the values, if necessary.

In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

Firm Rates :

The rates shall remain unchanged till the expiry of contract and no revision of rates shall be entertained from parties for any reason, No escalation / De-escalation of rates are applicable. The rates quoted should be inclusive of cost of material and fabrication / construction, transportation to the retail outlet / decided location and installation using suitable fastening arrangement.

VERY IMPORTANT NOTES FOR EXTRA TAXES AND DUTIES:

- 1) Please indicate the exact charges applicable as on the date of submission of bids in % terms clearly. **DO NOT** specify "At Actual", "by HPCL" etc.
- 2) It is the responsibility of the bidder to ascertain the exact charges applicable towards various Duties & Taxes prevailing at the time of submission of bids.
- 3) In case any of the charges being Not applicable, Nil, or inclusive in the rates quoted by you, the same may be indicated clearly against the space provided for the same.
- 4) In case any of the above boxes are left blank, the same will be construed as "NIL" for the purpose of evaluation, and PO will be placed accordingly, in case of party becoming L-1.

Please note that the placement of order against this tender will conform to the rules and regulations of the Government of India as advised from time to time. In this tender benefit under the Public Procurement Policy shall apply to Micro and Small Enterprises (MSE) registered with District Industries Centers or Khadi and Village Industries Commissioner 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.

Participating MSE vendor quoting price within price band of L1 \pm 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately to tendered quantity.

Out of 20 per cent target from Micro and Small Enterprises, a sub-target of 20 per cent (ie., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

Please note that the above mentioned 20% reservation of business for MSE vendors including a sub-target of 20 per cent (ie., 4% per cent earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs), is applicable only if no MSE vendors qualify in the proposed evaluation, distribution ratio of award of business.

No Set Off will be considered in the evaluation, however the successful bidder is required to submit tax invoices.

The invoice / documents raised by the Contractor shall enable the Corporation to avail Set Off from the Statutory Authorities. The unpriced bid documents of the tender to be submitted with copy of the relevant registration certificates.

22. Loading Factor for Deviations:

Following method will be followed for evaluation of Lowest Bidder (L1) for deviations raised by any Bidder against delivery period & payment terms, provided these deviations are not withdrawn during Technical Evaluation stage:

Deviation against Delivery Period: In case any bidder does not accept tender delivery period and mentions delivery period which is more than the stipulated delivery period and if the same is being accepted by HPCL, for evaluation purpose only, the bidder's rate shall be loaded as per delayed / LD clause mentioned in the tender.

Payment Terms: If bidders raise deviation against payment terms, interest for early payment i.e. **PLR + 1 %** will be loaded against the quoted rate to arrive at lowest bidder. PLR at the prevailing rate at the time of evaluation will be considered.

23. e – TENEDR

This tender is floated in e-procurement module on two bid basis. The Tenderers shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each tenderer themselves. **HPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.**

All the documents uploaded by the tenderer for the subject tender thru e – procurement portal shall be considered as duly signed by the tenderer.

Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <https://etender.hpcl.co.in/>

The vendor would be required to login at <https://etender.hpcl.co.in/> (Internet Explorer 7 or above)

Existing Vendors to login with their 8 digit Vendor Code as User ID and password as issued for "Bill Tracking system". Alternately password can be collected from the Purchase Officer of the tender originating location.

Help Desk: In case of any issue in logging into the site or any issue in Uploading certificate / Bid preparation / Bid submission you may call on this Telephone No: 022-41146666. The help-desk services shall be available from Monday to Saturday, between 08.00 AM to 6.00 PM only, except Public holidays.

HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting on-line offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable. **HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.**

24. OTHERS

Bidders are requested to quote rates in the price bid only, please do not quote / mention rates anywhere else in the tender other than price bid. In case bidder quotes rates at any other place (other than the price bid), the rates quoted in price bid shall only be considered for evaluation. In case bidder happens to be lowest basis above evaluation, the lower of the two rates (mentioned by bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for awarding the job.

The rates in the price bid are to be quoted along with the applicable taxes as per the format of the price bid.

The bidder shall be fully responsible for the payment of any and all taxes, levies and statutory payments payable under all or any of the statues etc.

Request for extension of tender submission due date, if any received from bidders within 72 hours of tender submission due date / time shall not be considered.

Rebate

No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. HPCL reserves right to accept any or more tenders in part. Decision of HPCL in this regard shall be final and binding on the bidder.

HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India

25. MISCELLANEOUS

The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses

Contractor to work for extended hours during night, if necessary, in order to complete the job in time. All necessary lighting arrangements shall be made by the contractor only.

In case the site is running outlet, Contractor has to schedule his work in such a way that the operation of the outlet is not hampered.

HPCL will not issue / provide any Road Permit as well C form for this job.

No hot work is permitted at site unless permission is granted by HPCL Engineer-in-charge in writing.

In case specifications/ make of any item or work is not mentioned in these tender documents, then Contractor will be required to take prior approval of the specifications/ make for that particular item / work from HPCL Engineer-in-charge before carryout the job

The financial limit / Bill of quantities mentioned in the Tender Enquiry is based on the proposed sites likely to come-up during the period of Purchase Order, accordingly, financial limit / quantities under this order may vary substantially.

This Tender is not transferable . All enclosed tender documents along with the Annexures / Attachments will form part of the tender.

Tenderer(s) shall return the completed tender set duly signed and stamped at the end of each page in token of having read, understood and accepted the terms and conditions.

All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be stamped and signed by the Tenderer or by a person

holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.

The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.

Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.

Tenders received without Earnest Money Deposit - EMD (wherever mentioned in the tender as EMD Applicable / Payable) will be rejected.

The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.

Courts in the city of JODHPUR alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalisation of the tender.

Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation , in case of withdrawal of offer at any stage , non - acceptance of LOI / PO or non - execution of order or any other breach of tender terms and conditions.

In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.

VERY IMPORTANT INSTRUCTIONS

1. The tender should be submitted online at web site <<https://etender.hpcl.co.in>> only by the due date and time, as specified in the tender. HPCL shall not be held responsible for non-submission of bids if the bids are attempted for submission in the last moment and does not get uploaded due to traffic congestion etc. The server Date & Time as appearing on the HPCL web site <<https://etender.hpcl.co.in>> shall only be considered for the cutoff date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, email, courier will not be considered.

2. Bidders shall login to the site with their eight digit JDE vendor No and Bill tracking system password. The eight digit vendor No can be found in the subject of intimation email to the bidder. In case the

bidder does not know the password, they shall contact the local purchase officer or call in the helpdesk No: 022-42100111 and request for same. Bidders shall be required to arrange all resources, including Digital Ids, Digital Signature and Internet Connections at their own cost for participating in online tenders at HPCL e-Procurement site.

3. Bidders need to register the Public Key of their digital signature only at <<https://etender.hpcl.co.in>> and advise us at krishnabarun@hpcl.in or bhupenpatil@hpcl.in for validation.

Validation of the digital signature is a must for vendor to complete the bidding process. In case vendor is bidding for an organization his digital signature should have the company name in his DS. Only Class IIb and Class IIIb certificates are allowed to be uploaded in the website. (Please follow the instruction in the page while attempting to upload the DC).

4. As a good bidding practice bidders should start the process of bid preparation immediately and submit the bids well in advance and not wait for the last date for submission. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting offers, including connectivity issues/ validation of signature etc.

5. All communication regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system (Queries and messages) at web site <<https://etender.hpcl.co.in>>

7. For any site related issues / assistance contact us at the following no:

7.1) Help Desk: 022-42100111 from 1000 hrs and 1800 hrs on all days except Sundays and Public Holidays.

7.2) For any clarifications with regard to this tender scope, terms and conditions etc please contact Manager-RU JODHPURRO: 2713309 on any working day (Monday-Friday) between 09:00 am to 05:00 pm or email: krishnabarun@hpcl.in or bhupenpatil@hpcl.in with tender no. at the subject line.

8. Tender opening (unpriced bid as well as priced bid) will be done online at the time and date specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e-procurement web site (<http://eproc.hpcl.co.in>) in for witnessing the tender opening (un priced bid) as well as priced bid(-only accepted vendors).

Tender No. : 2000013-HB-11107



Tender Published On : 22-May-2020 10:34

GTC

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	General Terms and conditions	General Terms and Conditions.pdf	-	No

ANNEXURE – 7a (SPECIMEN)

7a. GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

- ® 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

1. **Contract Agreement**
2. **Detailed Letter of Acceptance along with its enclosures**
3. **Letter of Award / Fax of Acceptance**
4. **Job Specifications (specific to particular job only)**
5. **Drawings**
6. **Special Conditions of Contract**
7. **Technical Specifications**
8. **Instructions to Bidders**
9. **General Conditions of Contract**
10. **Other Documents**

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

2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

- 2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".
- 2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.
- 2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.
- 2.4 The "**Change Order**" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.
- 2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- 2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.

- ® REVISION: PROC-021/01.07.2017

- 2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.
- 2.10 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.
- 2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

- 3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted

and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.
- 3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 Owner reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- 3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting,

setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognised principles in that regard.

- 3.9 Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.

- 3.10 In consideration for having a chance to be considered for entering into a contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.**

In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

- 3.11 The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their tender(s).**

- 3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorised by the Engineer-in-Charge/Site-in-Charge in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Engineer-in-Charge shall be final in this matter.

- 3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

- 3.14 The Contractor shall not carry on any work other than the work under this Contract within the Owner's premises without prior permission in writing from the Engineer-in-Charge/Site-in-charge.

- 3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.

- 3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.
- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.
- 3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.
- If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied :
- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
 - (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- 3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.21 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.
- 3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit along with the tender either thru a crossed demand draft or a non-revokable Bank Guarantee in favour of Hindustan Petroleum Corporation Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai in favour of Hindustan Petroleum Corporation Limited, Mumbai in the proforma enclosed

® **or through e-payment.** The earnest money deposit will be refunded after finalisation of the contract.

Note: Public sector enterprises and small scale units registered with National Small Scale Industries are exempted from payment of Earnest Money Deposit. Small scale units registered with National Small Scale Industries should enclose a photocopy of their registration certificate with their quotation to make their quotation eligible for consideration. The Registration Certificate should remain valid during the period of the contract that may be entered into with such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

b) **SECURITY DEPOSIT:**

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

® 1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft **or through e-payment** upto ₹ 50,000/- and in the form of Demand draft / Bank guarantee **or through e-payment** beyond ₹ 50,000/-.

Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 10% of PO value
- For CVR items: ₹ 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

5. EXECUTION OF WORK

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Site-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman-like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge/Site-in-Charge.

The completion of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

For working on Sundays/Holidays, the contractor shall obtain the necessary permission from Engineer Incharge/Site Incharge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

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5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS

- 5.a.1. The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 5.a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
- 5.a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.
- 5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.
- 5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.
- 5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

- 5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.
- 5.a.10. In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. the contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.
- 5.a.11. "The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site".
- 5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge."
- 5.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

5.b. COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

Contractor should prepare detailed fortnightly construction programme for approval by the Engineer-in-Charge within one month of receipt of Letter Of Intent. The work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.

A Letter of Intent is an acceptance of offer by the Owner and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner by forfeiting earnest money deposit/bid bond.

5.c. SUBLETTING OF WORK

- 5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

- 5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms engaged by the Contractor.
- 5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- 5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub-letting of works".

5.d EXTENSION OF TIME

- 1) **If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).**
- 2) **If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.**
- 3) **The concerned CGM of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.**
- 4) **Grant of any extension of time shall be by means of issuance of a Change Order.**
- 5) **In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.**

5.e. SUSPENSION OF WORKS

- 5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.
- 5.e.2. In case of suspension of entire work, ordered in writing by Engineer-in-Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.
- 5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

Notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contractor and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carryout the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

5.g. INSPECTION OF WORKS

- 5.g.1. The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Site-in-Charge every facility and assistance to carryout such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Site-in-Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not

less than seven days notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.g.2. No material shall be removed and despatched by the Contractor from the site without the prior approval in writing of the Engineer-in-charge. The contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the Engineer-in-Charge/Site-in-Charge.

5.h. SAMPLES

5.h.1. The contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the work.

5.h.2. Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

5.i. TESTS FOR QUALITY OF WORK

5.i.1. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge / Site-in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.i.2. All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in- charge/Site-in-Charge shall be carried out at the contractors cost and expenses.

5.i.3. If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the contractor shall be reimbursed by the Owner. The contractor should file his claim with the owner within 15 (fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

5.j. ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original

specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carryout such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge/Site- in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carryon in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular job. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

- 5.j.2. If the rates for the additional, altered or substituted work are specified in the contract for similar class of work, the Contractor is bound to carryout the additional, altered or substituted work at the same rates as are specified in the contract.
- 5.j.3. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. In the opinion of the Engineer-in- Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.
- 5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.
- 5.j.5. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Site-in-Charge.

5.k. PROVISIONAL ACCEPTANCE

Acceptance of sections of the works for purposes of equipment erection, piping, electrical work and similar usages by the Owner and payment for such work or parts of work shall not constitute a waiver of any portion of this contract and shall not be construed so as to prevent the Engineer from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the Contract until the work is completed in full in accordance with the provisions of this Contract.

5.1. COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the work is completed in all respects, the contractor shall give notice of such completion to the site in charge or the Owner and within thirty days of receipt of such notice the site in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

- a) defects, if any, to be rectified by the contractor
- b) items, if any, for which payment shall be made in reduced rates
- c) the date of completion.

5.m. USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.

5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.n. DEFECT LIABILITY PERIOD

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost. The decision of the Engineer In-charge/Site-Incharge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the owner failing which the owner will get the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job.

In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

- ® **Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty. (Refer Annexure 22 – Govt. Guideline Sr. No. 14)**

5.o. DAMAGE TO PROPERTY

5.o.1. Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.

5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

® **5.p. LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr. No. 13)

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.

6.a.2. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or sub-contractor of the Contractor and recover the amount in full from the bills of the

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Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.

- 6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

6.b. NOTICE TO LOCAL BODIES

The contractor shall comply with and give all notices required under any Government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works.

6.c. FIRST AID AND INDUSTRIAL INJURIES

- 6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.
- 6.c.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.
- 6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

- 6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.
- 6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.

- 6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules. The Mines Act and such other Acts as applicable.
- 6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.
- 6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- 6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.
- 6.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalised Insurance Company to the satisfaction of the Owner as provided hereunder.

6.e.1. EMPLOYEES STATE INSURANCE ACT

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.
- ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

v. **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vi. **AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out an Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the Insurance Company, should such damage or loss result from unauthorised use of the vehicle. The provisions of the Motor Vehicle Act would apply.

vii. **FIRE INSURANCE**

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

6.e.2. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.

- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
 - iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
 - iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.
- ® v. **Contractor shall at his own expense cover all the workmen engaged under him under “Pradhan Mantri Surksha Bima Yojana (PMSBY)” and submit proof of the same to HPCL.**

6.e.3. LABOUR AND LABOUR LAWS

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

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iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

vi. **IMPLEMENTATION OF APPRENTICES ACT, 1961**

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

vii. **MODEL RULES FOR LABOUR WELFARE**

The Contractor shall at his own expenses comply with or cause to be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

6.f. DOCUMENTS CONCERNING WORKS

6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of the Owner and shall not be used by the contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in-Charge.

6.f.3. Contractor will not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

7. PAYMENT OF CONTRACTOR'S BILLS

- 7.1. **Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill..**
- 7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification.
- The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- 7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- 7.4. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- 7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.
- 7.6 **Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.**

7.a. MEASUREMENT OF WORKS

- 7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.
- 7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.
- If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.
- 7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an

outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

The Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/Site-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in-Charge shall verify the bills within 7 days of submission of the Bill by the Contractor.

7.c. RETENTION MONEY

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

7.d. STATUTORY LEVIES

7.d.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes etc.

Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to HPCL's account, so long as :

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority.

Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.

- 7.d.2. **The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the contractor.**

The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

- 7.d.3. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

- 7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.d.5 **The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.**
- 7.d.6 **Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.**

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

- 7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.
- 7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.
- 7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.
- 7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

- 7.f.1. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.
- 7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

- 7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.
- 7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.
- 7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.
- 7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.
- 7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.
- 7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.
- 7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.
- 7.f.10. The contractor shall not remove from the site any cement bags at any time.
- 7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of

the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

- 8.2. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

8.a. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer-in-Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in-Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

This project is subject to inspection by various Government agencies of Government of India. The contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary. Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

9. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs,

expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.
- iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).
- iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.
- v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

11. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier. The Contractor shall issue a Bank Guarantee to the Owner in the sum of 10% of the work entrusted in the Contract, **from any Scheduled Bank (other than a Co-Operative Bank)** acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon. **(Please refer to clause 4. Deposits)**

12. TERMINATION OF CONTRACT

- 12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.
- 12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor
- a) has abandoned the work/Contract.
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
 - d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
 - e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
 - f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
 - g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
 - h) has become untraceable.
 - i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.
 - j) has been declared insolvent/bankrupt.
 - k) in the event of sudden death of the Contractor.
- 12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.**
- 12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

- 12.6 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.
- 12.7 When the contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

® **13. FORCE MAJEURE**

Circumstances leading to force majeure

- (a) act of terrorism;**
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;**
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;**
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and**
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.**

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

- **Notification of Force Majeure**

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

- **Right of either party to terminate**

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

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

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

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

Time extension for such cases will be worked out appropriately.

14. ARBITRATION

14.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract

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relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- 14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be R 40,000/- per case for transportation contracts and R 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid R 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties
- 14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Mumbai*) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Mumbai*) and conducted in English language.
- 14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

(Note:- * = While printing the GTCs, each Procurement Authorities at various location, may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

15. GENERAL

- 15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.
- 15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
- 15.5. The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.
- 15.6. If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
16. Integrity Pact : Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is r 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website
- ® 18. **The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.**

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Tips for Bid Submission

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tips for Bid Submission	Tips for successful bid submission.pdf	-	No

Tips for successful bid submission in the HPCL e-Procurement platform

Thank you, for your interest in bidding for HPCL tender in the E-procurement platform. It is designed to ensure security and confidentiality of bids till bid opening and provide transparency after bid opening.

There have been few instances of vendors are not being able to submit their bids for various reasons. Based on our experience, we have compiled a list of all probable reasons due to which either vendors miss out on submitting their precious bid or end up submitting defective bids. Needless to mention, the most likely reason is attempting bid generation in the last hour. **Thus it is recommended to start the Bid Preparation process well in advance.**

We hope this set of handy tips will help you avoid the usual pitfalls at initial stage and submit a perfect bid smoothly in the platform.

Tip 1:

❖ Ensure to keep System ready in advance

For 1st time users, ensure the below points are taken care

- ✓ Class IIB or Class IIIB digital certificate issued on organization, is in hand.
- ✓ Download Signing Utility for Signing and encryption, from “Utility” tab.
- ✓ Install latest JAVA in local machine.(Mostly pre-installed in all Windows PC).
- ✓ Install Drivers for e-token

Tip 2:

❖ Internet Explorer browser 7 or above – Compatibility mode

- ✓ Remember to work with only **Internet explorer 7** or above browser. Preferably, keep browser in compatibility mode. (IE>>Settings>>Compatibility view settings).
- ✓ DO NOT access site in Google Chrome/Mozilla Firefox or Safari, to avoid issues.

Tip 3:

❖ Start the process in advance. Submit bids in advance, Rates can be revised later

- ✓ Upload the Digital Certificate and get it validated by HPCL in advance.

- ✓ DO NOT wait for DC validation, for initiating bid preparation. Generate Technical bid and priced bid file in advance.
- ✓ Keep the supporting document ready in PDF format only.
- ✓ Bids can be submitted once DC validation is completed.

Tip 4:

❖ **EMD submission: EMD should reach to HPCL prior Tender due date.**

- ✓ Submit EMD well in advance through **online (Net banking)** or by way of Demand draft/ Bank Guarantee.
- ✓ While uploading EMD Exemption Certificate (for MSME vendors etc), browse only signed pdf of Exemption certificate.
- ✓ Use online EMD payment option, for faster EMD submission, and EMD refunds.

Tip 5:

❖ **Enter Taxes and Extras in proper format.**

- ✓ Enter taxes ONLY in **percentage** terms and never in “Per Unit” basis.
- ✓ Define various tax elements in **proper sequence** for correct calculation of delivered cost.
- ✓ Only **Extras** like Freight, third party Inspection etc., may be entered in **Per unit** basis.
- ✓ Check total **Derived cost** on screen and in Priced Bid Pdf, before bid submission

Tip 6:

❖ **Simply generate the Technical bid pdf / Price bid pdf. Digitally sign & encrypt. Keep Signed file for records and “encrypted” file for submission.**

- ✓ DO NOT browse signed PDF while filling responses.
- ✓ It is NOT required to take a print of the Tender Document.
- ✓ It is NOT required to physically sign on all pages of the tender file.
- ✓ It is NOT required to scan the signed tender document and upload the same.
- ✓ DO NOT quote zero rate, in case you do not want to quote for optional items.

Tip 7:

❖ **Save the work by working on Tab - “Work without attaching doc”. Esp., in tender having more than 50 items.**

- ✓ Option for saving work is available only in “Work without attaching doc” tab.

- ✓ Enter all the necessary technical responses in the form provided and click on “Save work on local machine” button for saving the “XML” file.
- ✓ Browse the latest “XML” file only while working on “Update Values from local computer” option.
- ✓ Note: During this process any data entered does not get captured in the server.

Tip 8:

❖ **Always keep “Latest bid” for records.**

- ✓ Technical bid pdf and priced bid pdf can be generated any number of times. Bid may be submitted any number of times.
- ✓ Always remember System will allow Bid submission only for the latest generated document.
- ✓ If bid submitted for more than one time, only latest bid will be considered for evaluation purpose by the system.

Tip 9:

❖ **“REGRET” option for Bid withdrawal.**

- ✓ Option for bid withdrawal is available till tender due date even when the bid is already submitted/ is in preparation stage.
- ✓ Though “regret” is submitted, Bid submission option is available till tender due date.
- ✓ “Regret” will be considered as *submitted response* against the tender.

Tip 10:

❖ **Size of the bid must be less than 45 MB**

- ✓ Keeping bid size small will help in faster Bid submission.
- ✓ The current session out time is 20 minutes. *Must Save work before 20 minutes.*
- ✓ To keep the size of the bid document small,
 - Scan the documents in low resolution, preferably 150-200 dpi where the data should be legible.
 - Scan in grayscale and not in color to reduce file size.
 - For large drawings, scan files in jpeg format and later covert same to pdf format.

Tip 11:

❖ **Raise online “Query” for any technical clarification regarding Tender.**

- ✓ Every tender has query start date and query end date (specified in the first page of the tender document). Query can be raised within this range only.
- ✓ So starting bid preparation in advance will facilitate to raise query and get reply within time.

Tip 12:

❖ **Generate password in advance for Reverse auction event.**

- ✓ To participate in Reverse Auction event, work only on RA link, as below <https://etender.hpcl.co.in/eProcRA/VendorLoginInput.action>
- ✓ Follow the steps given on RA page for password generation.
- ✓ Password generation for RA to be done only with HPCL's "Signing Utility".
- ✓ **Generate password well in advance**

Tip 13:

❖ **HPCL E-Procurement Helpline No: 022 41146666**

- ✓ For any technical queries related to operation of the portal, send mail to eprochelpdesk@mail.hpcl.co.in OR call us at **022-41146666**.
- ✓ The helpdesk support is available 6 days a week from **8 AM to 8 PM** (except public holidays).
- ✓ Must seek help at least two to three days (min) in advance, to avoid last minute disappointment.

Supplementary Section on Bid Submission

The two broad classification of tenders for generating bid document, be it "Pre-qualification bid" or "Technical/ Priced bid are as follows:

1. Low value tender having 20-50 items and limited uploads/questions

For Low value tender, "No of items" where rate is to be entered is very limited and there are less no. of questions, vendors can directly work on Prepare tender >> Generate Technical and Priced bid >> Attach document and generate envelope.

Bid generation and submission

Go to Generate Technical and Priced bid >> Attach Document and Generate envelope.

- a. Fill responses, upload documents (pdf only), give Prices and Taxes etc and click on “Generate technical bid”, followed by “Generate Priced bid”.
- b. Save Technical Bid Envelope and Price bid envelope in local machine.
- c. Check the bid documents for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.
- d. No provision will be available for saving the work in this option. So for Bid resubmission/any other modification, responses/forms/rates etc have to be entered for all items again.
- e. **Keep “signed” file for records and “encrypted” file for submission**

While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.

2. **Moderate to high value tender having more than 50 items and other uploads**

For moderate to high value tenders (having more than 50 items), the method mentioned above can be risky as there is no option to save interim work. Further the session out time for application is 20 minutes, which means if “generate bid” button is not clicked within 20 minutes of landing in the page the work done will be lost.

The method for “**Saving work**” is as below:

- a. Click on Prepare tender >> Generate Technical and Priced bid >> “Work without attaching document”. Here enter the rates/ responses etc, except for uploading the documents. Once adequate entries are made click on the tab “Save work on local computer”, show the path and save the file in local machine.
- b. Now click on “Update Values from Local Computer” and show path of the saved file. The rates and responses will get populated till the previous work done.
- c. The saved values can be edited and Rates/response can be filled up for balance items/sections. Again save the work. **Work can be saved as many times as required.**
- d. While updating values from local computer, always browse only latest generated saved work file.

Bid generation and Submission

- a. Once all the rates/responses are finalized, click on the tab “Generate Technical and Priced bid envelope >> Attach doc and generate envelope.
- b. Click on the tab at the bottom of screen “Update value from local computer”. **Remember to upload only the latest generated files.**

- c. On uploading “save work” file, all the item rates/ responses will be populated against appropriate section. Also in the same page, browse the documents (pdf only) to be uploaded if any.
- d. After checking entered rates/ response sheet and uploaded supporting documents, click on “Generate technical bid envelope” followed by “Generate Priced bid envelope”.
- e. Save the PDF files of technical and price bid envelope.
- f. Check the pdf document for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.

Keep “signed” file for records and “encrypted” file for submission.