

commercial conditions.

28.0 CLARIFICATION OF BIDS

- 28.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, HPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. HPCL's request for clarification and the response shall be in writing.
- 28.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by HPCL in writing. The Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.
- 28.3 Any clarification submitted by a bidder that is not in response to a request by HPCL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 28.4 If a bidder does not provide clarifications of its bid by the date and time set in HPCL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

29.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 29.1 Prior to price opening of bids, HPCL will determine whether each bid is accompanied with required Bid Security, Integrity pact, as applicable;
- (i) **Fulfils the technical, financial, experience and other requirements as specified in the Bidding Document;**
 - (ii) **Bid's responsiveness, in accordance with Clause 27.0 of ITB;**
 - (iii) **Any other relevant factor, if any that HPCL deems necessary or prudent to be taken into consideration.**
- 29.2 Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part II no. 357 dated 09.05.2017", notified the "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (Not applicable for this tender):
- i) Under the policy, sourcing of the Iron & Steel Products (covered under column 'a' of Appendix – A of the policy) for the execution of work shall be subject to minimum value addition as stipulated in the Appendix. Value addition shall be determined by formula specified in clause 7.2 of the policy.
 - ii) In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:

- a. Forfeiture of EMD/CPBG depending upon the stage of detection.
- b. Banning of business dealings in line with policy.
- iii) In case of any complaint or doubt regarding the domestic value addition furnished by a bidder in his bid, HPCL shall reserve the right to verify the domestic value addition. The bidder shall provide unhindered access to his relevant records in this regard, to the authorized representatives of HPCL.

29.3 HPCL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.

30.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

30.1 Preference, if applicable to MSEs.

30.2 void

31.0 OPENING OF PRICE BID

31.1 Priced Bid (Part-II) of only those bidders whose bids is determined to be technically and commercially acceptable by HPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening/reverse auction. In tenders involving multiple schedules/parts, order of precedence/sequence for price bid opening/reverse auction, wherever defined in tender document, shall be followed.

32.0 CORRECTION OF ARITHMETICAL ERRORS

32.1 HPCL shall correct arithmetical errors on the following basis in case of manual tenders:

- (i) The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. If some discrepancies are found between the rate / amount given in figures/words, the total amount shall be corrected as per the following procedure, which shall be binding upon the bidder:
 - a) When the rate quoted by bidder “in figures” and “words” tallies but the total amount is incorrect, the rate quoted by the bidder shall be taken as correct and the total amount shall be reworked.
 - b) When there is difference between the rate “in figures” and in “words”, the rate that corresponds to the total amount, shall be taken as correct..
 - c) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted and total amount shall be reworked.
- (ii) Where bids are invited on + or – percentage over the estimated contract price and there is a discrepancy in total amount quoted in summary of prices and the amount arrived at after calculating the percentage increase/ decrease quoted by the bidder

over estimate , then the total amount shall be corrected based on the estimated contract amount and the quoted percentage.

- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 32.1 of ITB, shall result in the rejection of the Bid and Bid Security shall be forfeited.

33.0 CONVERSION TO SINGLE CURRENCY

- 33.1 Wherever BDS permits bidder to quote prices in more than one currency, for evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency, and that will be Indian Rupees only at the Bill selling exchange rate published by the State Bank of India, on the date of un-priced bid opening. In case, exchange rate is not available in State Bank of India, alternative sources viz. Economics Times shall be considered for all the currencies.

34.0 EVALUATION PRICE BIDS

- 34.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly digitally signed and whether the bids are generally in order.
- 34.2 The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such Bidder(s) shall be rejected at the sole discretion of Owner.
- 34.3 Qualification of Bidder: The experience details and financial, technical & production capabilities of the Bidder(s) shall be examined to determine whether the Bidder(s) meet the Qualification Criteria mentioned in the INVITATION FOR BIDS (IFB). Bids that do not meet the qualification criteria mentioned in IFB shall be rejected.

Bidder may quote for one or more Schedules, but his offer shall be considered in accordance with Bidder Qualification Criteria.

34.4 VOID

- 34.5 After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes/Changes on taxes quoted, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by Owner in writing. In case a bidder submits the bid without confirmation/compliance/acceptance to corrigendum's (issued before bid submission due date/extended due date), bidder shall not be allowed to change the bid price /rates on account of compliance /acceptance/confirmation to such corrigendum.
- 34.6 To assist in the examination, evaluation and comparison of unpriced bids, the Owner may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be in writing and shall be binding on the bidder.
- 34.7 Bidder(s) to note that Price changes against Technical/Commercial clarification, if any, in line with terms & conditions of enquiry documents are not allowed. In case, any bidder gives revised prices/price implications against such clarification, it would

amount to unsolicited post bid modification by the bidder and action shall be taken by the owner as per clause "MODIFICATION AND WITHDRAWAL OF BIDS" mentioned above. However, the Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.

- 34.8 Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations or reservations. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence. A bid determined as substantially non-responsive will be rejected by the Owner and shall not subsequently be allowed by the Owner to be made responsive by the Bidder by correction of the non-conformity.
- 34.9 Bidders are requested to accept tender terms/conditions in totality and should avoid deviations.
- 34.10 In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Deviations mentioned elsewhere shall not be considered by Owner.
- 34.11 In Case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in online deviation sheet, but elsewhere and is not withdrawing those deviations, Owner shall reject his bid and forfeit the EMD/Bid security of the bidder in such cases.
- 34.12 No set off (including set off on account of taxes/duties) shall be considered in evaluation for deciding L1 bidder.
- 34.13 In case any deviation sought by bidder is accepted by Owner, Owner reserves the right to suitably load the bidder for evaluation purpose only.
- 34.14 Evaluation shall be carried out based on price quoted by bidder including stated taxes & duties as on date of opening of unpriced bid/taxes considered for evaluation and payment as per ITB clause 34.16 mentioned below. For import content also, if any, no exchange rate variation / Customs duty variation shall be considered during evaluation.
- 34.15 **Bidder must quote the entire cell against each quoted line item. If no prices (free of cost) are envisaged for any of the entries, '0' shall be mentioned. In this context "0" mentioned against any item shall construe that the Bidder shall not charge any amount separately for that item from the Owner and shall execute the job as per the scope, terms and conditions of the tender.**
- 34.16 Evaluation will be done on delivered cost basis inclusive of all taxes as under:

Registered Bidders (under GST): The tax liability will be borne by the bidder and the same shall be considered for the purpose of evaluating the bid.

Unregistered Bidders (under GST): The tax liability will be borne by HPCL wherever reverse charge is applicable and the same shall be loaded for evaluating the bid. In case of supplies are not under reverse charge, no loading will be done as no tax is paid by HPCL.

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

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

In case of different rates of GST quoted by the Bidders, 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 Bidder.

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

PAYMENT OF TAXES AND EVALUATION OF BIDS

In case of different rates of GST quoted by the bidders, payment of taxes and evaluation of bids shall be done as follows.

For registered bidders:

Scenario where bidder has quoted GST rate less than the applicable correct GST rate : The evaluation shall be done as per the taxes quoted by bidder however in case bidder becomes successful ,order shall be placed with applicable correct GST rate for payment, keeping total delivered offer value (as quoted by bidder) unchanged.

Scenario where bidder has quoted GST rate more than the correct applicable GST rate: The GST rate as quoted by bidder shall be corrected to applicable correct GST rate with negative loading before priced bid opening. Evaluation shall be done with applicable correct GST rate. Further In case bidder becomes successful, order shall be placed with applicable correct GST for payment.

For Unregistered bidders under GST:

Supply where Reverse charge needs to be paid

GST liability will be borne and paid by HPCL for unregistered bidders. Hence, the bid of unregistered bidders shall be loaded with applicable GST for evaluation purpose only. The bidder shall not quote for GST in online tax sheet and is required to quote only basic rates in the price bid. Even if such bidders quote any GST rate in online Tax sheet, the same shall not be consider for evaluation and payment purpose. Applicable GST shall be paid directly to statutory authorities by HPCL.

Supply where Reverse charge need not be paid

As no GST needs to be paid, the evaluation will be based on the basic cost as quoted by the vendor. The bidder shall not quote for GST in online tax sheet and is required to quote only basic rates in the price bid. Even if such bidders quote any GST rate in online Tax sheet, the same shall not be consider for evaluation and payment purpose.

For Services under reverse charge mechanism:

GST liability will be borne and paid by HPCL for proprietors/firms (other than companies) irrespective of bidder's status (registered/unregistered) for services, which are under reverse charge mechanism. Hence, the bid of such bidders (proprietors/firms) shall be loaded with applicable GST for evaluation purpose only. Such bidders (proprietors/firms) shall not quote for GST in online tax sheet and are required to quote only basic rates in the priced bid. Even if such bidders (proprietors/firms) quote any GST percent in Online Tax sheet, the same shall not be considered for evaluation and payment purpose. Applicable GST shall be paid directly to statutory authorities by HPCL. In case of any benefits arising due to change in tax mechanism i.e tax payment changed from reverse charge to forward charge or vice versa benefits arising to the vendor due to ITC should be passed on to HPCL.

34.17 GOODS AND SERVICE TAX - GST :

Bidder to quote items / services in line to the prevailing GST rates as per Government of India various notifications, as applicable.

34.18 Non acceptance of commercial terms and conditions may result in rejection of bidder offer, or suitable commercial loading e.g. for non-acceptance of Liquidated Damages / Price Reduction Clause, loading @ as defined for LD/ PRS shall be imposed. Deviations on payment terms shall be loaded with interest rate of SBI's Prime lending rate (PLR) + 1% prevailing on tender submission due date/extended due date(whichever is later).

34.19 Commercial Loading for deviations to Payment Terms :-

Any differential payment terms offered by a supplier as against the terms specified in the Tender document shall be loaded at SBI's PLR +1 % per annum for the differential time period.

Advance along with LOA/ PO, Payment through bank and L/C to bidders will not be allowed

unless specifically permitted in the Tender Document. If a supplier insists for same, his offer shall be rejected.

Any deviation to milestone payment of supply to be paid against completion of site work is not acceptable. In case supplier insists, the offer shall be rejected.

35.0 HPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

35.1 HPCL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders.

F AWARD OF CONTRACT

36.0 AWARD CRITERIA

36.1 Subject to Clause 35.1 of ITB, the HPCL shall award the Contract to the bidder who has been determined to be the lowest evaluated bid. However, if in the opinion of HPCL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, HPCL may invite such bidder for price negotiation. Lowest quoted bidder shall

attend such negotiation meetings and if requested by HPCL, Bidder shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

In tenders involving multiple schedules/parts, wherever order of precedence/sequence for price bid opening/reverse auction is defined in tender document, shall be applicable in case of Bidders who qualify for lesser number of parts than quoted number of parts.

- 36.2 In case Indian arm of foreign Company happens to be successful bidder, then the P.O. shall be placed in the name of Indian Arm of Foreign Company and payment shall be made in INR to Indian arm of foreign Company.

Purchase Preference Linked with Local Content (PP-LC): Ministry of Petroleum & Natural Gas vide No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 has issued a Policy to provide Purchase Preference linked with local content (partially modified through MoPNG circular FP-20013/2/2017-FP-PNG dtd 31/12/2018 attached with this tender along with PPLC policy). This policy to provide Purchase Preference linked with local content, i.e., PP-LC, in public sector undertakings under Ministry of Petroleum & Natural Gas shall be applicable for this tender.

Bidder to note that benefits, as applicable under PP-LC policy shall be given only if bidder is complying with PP-LC policy and submit the desired documents irrespective of whether bidder is Indian bidder or Foreign bidder.

Details of policy with modifications along with methodology of evaluation are attached as annexure to this ITB.

“As the nature of scope of tender is domestic works contract and apart from labour component, the share of supply items (Goods) shall also be predominantly indigenously manufactured. Hence all bidders shall be considered to comply the minimum local content (to be eligible for PPLC) . View above ,Purchase preference linked with local content(PPLC) shall not be extended to any of the bidder as all bidders shall be eligible for the PPLC”

36.3 **Workability Clause**

Where the lowest bid is very low compared to the cost estimate and other higher bids, the Owner shall review the lowest offered bid for workability of rates and shall ascertain whether Bidder has properly quoted with reference to the scope. In such cases, Owner may require the lowest Bidder to produce detailed price analysis for any or all items to demonstrate the internal consistency of these prices. After evaluation of the price analysis, Owner may require that the amount of the performance security is increased to a level sufficient to protect the Owner against financial loss in the event of default of the successful Bidder under the order and same shall be provided by the bidder.

Where based on workability assessment by authority (Owner), the vendor's bid is found non-workable, the same will be rejected and EMD, if any, forfeited.

- 36.4 In case of a bid by incorporated JV and such JV happens to be a successful bidder, the purchase order shall be placed in the name of incorporated JV and payment shall be made in the name of incorporated JV.

36.5 In case of a bid submitted by unincorporated JV/consortium and such unincorporated JV happens to be successful bidder, the purchase order shall be placed in the name of unincorporated JV and the payment shall be released in the name of unincorporated JV.

37.0 NOTIFICATION OF AWARD

37.1 Prior to the expiration of the period of bid validity, the HPCL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the General Terms & Conditions of Work Contract called the "**Letter of Intent (LOI)/ Letter of Acceptance (LOA)**") specify the sum that the HPCL will pay the Contractor in consideration of the execution and completion of the Works.

37.2 Until a formal Purchase Order is placed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the HPCL shall constitute a binding contract between the successful bidder and the HPCL.

38.0 VOID

38.1 Void

39.0 PERFORMANCE SECURITY

39.1 Within fifteen (15) days of the receipt of notification of award from HPCL, the successful bidder shall comply with the requirement of Security Deposit/**Contract Performance Bank Guarantee as per General Terms & Conditions of Work Contracts.**

Bidder to also note that applicable CPBG/Retention money shall be applicable @3% (instead of 10% as mentioned in GTC). The CPBG/Retention amount shall be calculated at 3% on total order value (defined in tender).

39.2 Failure of the successful bidder to submit the above-mentioned Security Deposit/**Contract Performance Bank Guarantee** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security at the sole discretion of HPCL.

BID DATA SHEET

SR.NO.	ITB CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document REFERENCE No. 21000079-HB-10120
2.	ITB 1.1	Name of Works : Supply & Install Solar Panels
3.	ITB 3.1& 3.3	Enquiry Basis is: Domestic Public Competitive Bidding
4.	ITB 5.2	Last date for submission of pre-bid queries has been notified in HPCL,'s e-tender portal. The pre-bid meeting shall be held as per details in NIT, Chapter 1
5.	ITB 5.2	Address for communication for any query/clarification/communication is: Online through HPCL's e-Proc System
6.	ITB 10, 21.1 & 21.2	The last Date and time of submission of Bids has been notified in HPCL,'s e-tender portal.
7.	ITB 3.2, 10.1 d) & 18.9	For acceptability of Consortium / unincorporated Joint Venture (JV) Bids: Refer Notice Inviting Tender.
8.	ITB10.1 (k)	The Bidder shall submit with his bid the following additional documents: Nil
9.	ITB 20.4, 21.1	URL for e-tendering portal is https://etender.hpcl.co.in
10.	ITB 14.1 & ITB 33.0	The currency of Bid is Indian Rupees only.
11.	ITB 17.0	Bid shall remain valid for a minimum period of 90 days from due date of submission of Bid.
12.	ITB 18.1	As per detailed notice inviting tender.
13.	ITB 30.0	This tender being works contract, Purchase Preference as admissible under the prevailing procurement policy for MSEs is not applicable to this tender.
14.		The subject tender is non-splittable / non-divisible.

SPECIAL CONDITIONS OF CONTRACT

(SCC- Commercial)

TABLE OF CONTENTS

1.0	PRELIMINARY	
2.0	DEFINITIONS.....	
3.0	SCOPE OF WORK, SUPPLY OF MATERIALS	
4.0	BID PRICES	
5.0	TAXES, DUTIES AND LEVIES ON MATERIALS /SERVICES:	
6.0	EXECUTION OF WORK.....	
7.0	PAYMENTS OF CONTRACTOR'S BILL	
8.0	CONFIDENTIALITY	
9.0	PATENTS, INFRINGEMENT & INDEMNITY:.....	
10.0	CHANGE ORDERS:	
11.0	GOVERNMENT OF INDIA NOT LIABLE.....	
12.0	JURISDICTION	
13.0	ARBITRATION	
14.0	ISSUE OF OWNER SUPPLIED MATERIAL	
15.0	MOBILIZATION ADVANCE:	
16.0	FRAUDULENT PRACTICES	22
17.0	GRIEVANCE REDRESSAL MECHANISM.....	
18.0	REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES	
19.0	AUDITS OF CONTRACT	
20.0	SUBSEQUENT LEGISLATION.....	
21.0	ROYALTY	
22.0	BREACH OF CONTRACT	
23.0	WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS	
24.0	INTELLECTUAL PROPERTY.....	
25.0	BANK GUARANTEE FOR FREE ISSUE MATERIAL, IF APPLICABLE.	
26.0	GOVT. ACTS/ REGULATIONS	
27.0	INTEGRITY PACT	

Annexures:

Annexure-I to SCC:

Annexure-II to SCC:

SPECIAL CONDITIONS OF CONTRACT (SCC COMMERCIAL)

1.0 PRELIMINARY

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract Works (GTC-Works) also referred to as General Terms & Conditions of Works, Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate Chapter and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GTC-Works is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GTC-Works only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GTC-Works.
- 1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be affected or such and such a work is to be carried out, it shall be understood that the same shall be affected and/or carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.5 The materials, design & workmanship shall satisfy the applicable relevant International / Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of HPCL will be binding upon the CONTRACTOR.
- 1.6 In case of contradiction between relevant International / Indian standards, GTC-Works, Special Conditions of Contract, Specifications, Drawings and Price Schedule / Schedule of Rates, the following shall prevail in order of precedence.
 - a. Detailed Order along with Statement of Agreed Variations, if any, and its enclosures.
 - b. Letter of Award (LOA)/Letter of Intent (LOI)
 - c. Price Schedule / Schedule of Rates with Quantities.
 - d. Scope of Work/Supply/ Job / Particular Specifications (Tender specific)
 - e. Drawings
 - f. Special Conditions of Contract (SCC)
 - g. Technical / Material Specifications
 - h. Agreed Terms and Conditions(A.T.C.)
 - i. Instructions to Bidders (ITB) /Notice Inviting tender (N.I.T.)
 - j. General Terms and conditions(Works) (GTC- Works)
 - k. Relevant Indian / International Standards/ Specifications.

The provisions given above shall prevail over the order of precedence given in clause 1.7 of General Terms & Conditions of Works Contract.

- 1.7 It will be CONTRACTOR's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference to, which the conflict exists.

1.8 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard engineering practice as per the instructions/directions of the Engineer-In-Charge, which will be binding on the CONTRACTOR.

2.0 DEFINITIONS

- i. The terms 'Bidder', 'Contractor', 'Seller', 'Supplier' or 'Vendor' stated anywhere in the Bidding Document carry the same meaning.
- ii. The terms 'Client', 'Owner', 'Purchaser' stated anywhere in the Bid Document refer to Hindustan Petroleum Corporation Limited (HPCL).
- iii. The term 'Contract', 'Order' stated anywhere in the Bidding Document carry the same meaning.
- iv. Any reference to the Govt. Acts / Regulations etc. in the Bidding Document is only indicative, and it is entirely for the Bidder to ascertain the applicable Acts/Regulations.
- v. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- vi. "day" means calendar day.
- vii. The words "un-incorporated Joint Venture (JV)" and "Consortium" have the same meaning.

1.9 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

viii. CONTRACT VALUE / CONTRACT PRICE

- a. **SERVICES/JOB/WORKS CONTRACTS:** The contract value would mean the total cost inclusive of taxes, levies and all other costs at which the contract is awarded but exclusive of value of items in OWNER's scope of supply. This contract value shall also be used for calculation of price reduction and CPBG amount.
- b. **LUMPSUM/TURNKEY CONTRACTS:** The contract value would mean the total cost and all other costs inclusive of taxes, duties, levies, freight etc. This contract value shall also be used for calculation of price reduction and CPBG amount.

3.0 SCOPE OF WORK, SUPPLY OF MATERIALS

The scope of work covered in this Contract will be as described in particular job specifications, Technical specifications, Standard Specifications, Schedule of Rates etc. The scope of supply covered in this Contract will be as described in Particular Job Specifications, Technical Specifications, Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia, carrying

out any and all works and providing any and all facilities as are required to complete the works in all respect. The entire work as per Scope of Work covered under this contract shall be treated as "Indivisible Works Contract".

Materials to be supplied by the Owner on free issue basis, if any, under this Contract will be as described in Particular Job Specifications. Clause no. 7.f of GTC-Works stands modified to the extent of same.

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

4.0 BID PRICES

- 4.1 Price must be furnished in the Price Schedule format available online in e-tender portal of HPCL. Quoted prices must be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- 4.2 Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- 4.3 Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to Corporation. The nature and extent of such levies shall be shown separately.
- 4.4 Quoted prices shall be inclusive of all testing and inspection requirements (including stage wise and final inspection by Owner for which no extra charges shall be paid) as specified in the bid document. However, Personal and incidental expenses of Owner's inspectors and Third-Party Inspection Agency (TPIA) is not in Bidder's scope. However, it shall be contractor's sole responsibility to co-ordinate with all the stakeholders including vendors and expedite the equipment / package delivery to meet the project schedule. The Contractor's qualified QC engineer shall be present for all the Inspection activities along with Owner at sub-vendors workshop / site.

On award of contract, the bidder / contractor shall submit the detailed Inspection Categorization plan for all the packages / equipment's in the tendered works for Owner's approval.

In case the material gets rejected / does not fulfill acceptance criteria as per technical requirements then it shall be sole responsibility of the contractor to carry out rectification or arrange for replacement of part or full equipment / package as required, without any time and cost implication to the Owner . Also in such an event, bidder shall be responsible for carrying out the re-inspections from TPIA at their own cost.

- 4.5 Bidder's quoted prices shall be firm & fixed till the completion of the works in all respects and no escalation in prices on any other account shall be admissible to the contractor. The quoted prices shall be deemed to include entire scope of work and all obligations and responsibilities to be carried out/ executed by the Bidder as per terms of bid document.
- 4.6 Bidder to note and consider the following:
 - a) As per rule 138 of CGST rules, e-way bill is to be generated by a person who causes the movement of goods. Effective from 1st Feb.2018, for all the supplies on FOR/FOT basis.

b) In case as per state laws the issuance of Road Permit/Waybill is to be arranged by the buyer, HPCL will arrange to issue Road Permit/Waybill. In case of imposition of any Tax the same shall be discharged by the buyer and the same will be adjusted against the payments due to vendors against their bills.

4.6.1 Transportation Charges (as per Price Schedule) up to respective project site exclusive of Goods and Service Tax. **Transit Insurance to be arranged by Owner.** In case, bidder does not quote for transportation charges, the bidder shall be required to absorb the same in their quoted price. Non-compliance shall result in rejection of the bid.

4.6.2 Site work Prices, if applicable as per the scope of work mentioned in MR documents, shall be exclusive of Prevailing GST. All necessary taxes & duties and registration, if required, for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

4.6.3 GST Tax, payable extra on Site Work Services, as applicable.

4.6.4 The entire work covered under this contract shall be treated as "Works Contract".

5.0 TAXES, DUTIES AND LEVIES ON MATERIALS /SERVICES:

5.1 For Indian Bidders

5.1.1 GST (CGST, SGST, IGST as applicable), and applicable Cess shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. Payment of taxes and evaluation of bids shall be done as per ITB clause no 34 (along with sub clause 34.16)

Taxes / Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) and applicable Cess indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.

5.1.2 Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.

5.1.3 Bidder's quoted prices shall be inclusive of all taxes, duties, cess, levies etc., paid or payable on the raw material/components incorporated or to be incorporated in the offered finished goods, packing and forwarding charges, but excluding applicable taxes and duties on finished goods.

5.1.3.1 Bidder shall furnish the present rate(s) GST payable on quoted finished goods.

5.1.3.2 Owner shall make from Contractor's bills such tax deductions as are required as per rules and regulations in force in respect thereof from time to time.

5.1.3.3 The quoted price shall be inclusive of cess applicable as per Building & other Works Contract Act, 1996

5.1.4 It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties, which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties. The bidder shall keep HPCL indemnified from any demand from statutory/ local bodies on this account and any liability including statutory liability arising in future shall be borne & paid by the bidder.

If any tax liability arises due to non-compliances of any laws by the supplier, the same will be deducted from the claims of the party and will be released only after the contractor does compliances.

5.2 **Custom Duty:**

5.2.1 The Contract Price shall include the following duties i.e Custom Duties, Social Welfare Surcharge, IGST for all materials and consumables envisaged to be imported for incorporation in the permanent works. It shall be clearly understood by the Contractor that custom duty shall neither be paid nor reimbursed by Employer. Contractor shall be fully responsible for port clearance including stevedoring, handling, unloading, loading, storage, inland transportation and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard.

5.2.2 The CIF value of materials envisaged to be imported for the purpose of permanent incorporation in the works shall be indicated separately in the Price Schedule. The custom duty and other import duties payable on the CIF value of materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contract price. However, the Employer shall pay statutory variation in custom duty (except cenvatable component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

All the necessary approvals for availing the preferential rates of customs as per the Customs Manual should be adhered by the contractor and tax benefits arising should be passed on to HPCL.

5.3 **Income Tax / Corporate Tax:**

5.3.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time. Any subsequent change of Income Tax Laws in India in future shall also be effected if applicable during the currency of the Contract.

5.3.2 Corporate Tax Liability if any shall be to Contractor's account.

5.3.3 GST as may be applicable shall be deducted as per the trade tax act.

- 5.3.4 As regards Income Tax, Surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the contract awarded, and / or on their expatriate personal, the Owner shall not bear any Tax liability whatsoever, irrespective of the mode of construction of contract / order. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.
- 5.3.5 Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder. Accordingly, Bidder shall have the responsibility to check and include such provision of taxes in the prices.
- 5.3.6 In case of delay in delivery due to reasons attributable to Bidder, any new or additional taxes or duties levied by Statutory authorities during this period shall be borne by the Bidder.
- 5.3.7 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961. In case of non-residents not having Permanent Account Number (PAN) the provisions of section 206AA shall not apply if the non-resident furnishes the following information/ documents:
- a. Name, e-mail id, contact number;
 - b. Address in the country of which the deductee is a resident
 - c. Tax Residency Certificate (TRC) from the Government of that country
 - d. Tax identification number / unique number of the deductee in the country of his residence.
- 5.3.8 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 Owner 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.

5.4 Statutory Variations in taxes, duties & levies:

Following has been added to Clause 7.d of GTC works:

- 5.4.1 Change in Tax Law (as defined below), which results in increased cost of supply and services under the Contract through increased liability of Taxes, the seller shall be covered for any such increased cost by the Owner subject to the production of documentary proof to the satisfaction of the Owner to the extent which is attributable to such change or amendment as mentioned above within the Contractual Delivery Date. However, in case of delay in delivery beyond the contractual delivery date, for reasons attributable to seller, any increase in taxes shall be borne by seller. Any decrease in Taxes shall be passed on to the Owner.
- 5.4.2 Further variation in taxes and duties (both nature and quantum) shall be applicable only on the taxes and duties indicated in the Price Bid. The statutory increase in taxes (in case where quoted taxes are less than the taxes/ duties payable as per the statute) shall be payable only to the extent of taxes quoted by the vendor plus statutory increase in the taxes.
- 5.4.3 The statutory variation in Customs duty, based on CIF value of import content indicated in bid, within the contractual delivery period after bid due date and till Contractual delivery

period shall be to Owner's account against submission of the documentary evidence. However, any increase in the rate of Customs duty beyond the contractual completion period shall be to bidder's account. In case of wrong classification, no variation including statutory variation of Customs Duty will be payable extra. Any decrease in the rate of Customs duty shall be passed on to the Owner.

5.4.4 Since Goods and Services Tax ("GST") is implemented, Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates.

5.4.5 The Bidder accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.

5.4.6 The Bidder 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.) of Bidder.

Bidder 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.

5.4.7 Every invoice of the vendor shall contain all the details as per the prevalent statute of the land like GST ACT etc.

5.4.8 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.

5.4.9 Corporation will be liable to pay only those taxes and levies as indicated by Bidder at the time of unpriced bid submission/ as considered for evaluation and payment as per ITB clause 34.16.

5.4.10 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 Bidder in the unpriced Bid, but payable, shall be to Bidder's account.

5.4.11 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 Bidder.

5.4.12 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.

5.4.13 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. Bidders to take note of the same and pass such benefits while quoting their price.

5.4.14 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.

Bidder is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations.

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 Bidder, the same will be made with mutual consent.

5.4.15 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.

5.4.16 The Supplier shall provide accurate particulars of PAN number as required, to enable issuance of TDS (Tax Deduction at Source) certificate.

6.0 EXECUTION OF WORK

6.1. CONTRACT DOCUMENT

6.1.1 The Contract Document shall consist of the following:

- i) Original Bidding Document along with its enclosures issued.
- ii) Amendment/Corrigendum to original Bidding Document issued, if any.
- iii) Letter of Intent/ Acceptance/Award.
- iv) Detailed letter of Award/Acceptance along with enclosures attached therewith.
- v) Purchase Order placed by the Owner

6.2. TIME SCHEDULE

The work shall be executed strictly as per time Schedule mentioned in **Annexure-I to SCC**. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

6.3. INSURANCES

6.3.1 OWNER will obtain appropriate Marine Cum Erection Insurance Policy towards Owner's Interest in the Project. CONTRACTOR shall obtain and maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including as listed clause no. 6.e.1 & 6.e.2 of GTC-Works.

6.3.2 Contractor shall be liable to undertake insurance as applicable for his works under the Contract, equipment, labour and vehicles engaged in performance of the work at

CONTRACTOR's own cost. The CONTRACTOR is required to maintain such insurance policies in the joint name of OWNER and CONTRACTOR. However, wherever the CONTRACTOR has already has the insurance policies for their worker / equipment / Vehicle etc. proposed to be used at project site, the CONTRACTOR shall have the option either to get the new Insurance policy in the joint name of OWNER and CONTRACTOR or get the endorsement of existing policies from Insurers in the joint name of OWNER and CONTRACTOR. The responsibility to maintain adequate insurance coverage in this regard at all times during the period of Contract shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

- 6.3.3 CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage and ensure revalidation/renewal etc., as may be necessary well in time. Also contractor shall notify owner 60 days in advance reason of expiry/cancellation /changes in any of the above documents.
- 6.3.4 Any loss or damage to the materials provided by owner to the contractor during handling, storage, erection, final test and commissioning, shall be to the account of CONTRACTOR, and the CONTRACTOR shall be exclusively responsible within the scope of supplies /services/ works to make good any damage or loss to the materials and works by way of repairs and/or replacement, as the case may be, pending insurance claim and no delay shall be made by the CONTRACTOR in repair/ replacement pending such claim.
- 6.3.5 In such case, the CONTRACTOR if authorized by OWNER shall raise the insurance claim in case of damage to the materials and/ or works and all supporting documents for such claims shall be handed over by the CONTRACTOR to the OWNER immediately. CONTRACTOR shall provide all assistance for such a claim. The CONTRACTOR shall bear the entire cost of arranging all documents/ information, facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer. The CONTRACTOR shall make all efforts to get settlement of claim at the earliest. In case insurance claim is raised by owner, CONTRACTOR shall provide all assistance for such claim including, but not limited to arranging all documents/ information, facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer.
- 6.3.6 CONTRACTOR shall be paid against any claim / loss suffered by him and which forms part of the insurance claim raised, based on amount recovered after settlement of claim / loss by insurer against insurance claim / loss falling under OWNER's policy after adjusting deductible, for loss caused to the contractor and falling in owner's policy scope as applicable.
- 6.3.7 CONTRACTOR shall be liable solely to adhere to the requirements of the insurer for settlement of claims without prejudice to the rights of OWNER / Insurer. During claim, the contractor is required to take all necessary steps including but not limited to the following steps:
- Timely information for conducting survey.
 - Protecting the rights of Owner while issuing acknowledgements.
 - Lodging of monetary claims in time and furnishing of requisite documents to surveyors/ Insurer.
 - Taking necessary precautions so that the loss/ damage is not aggravated further. Damaged goods to be protected fully.