

- i) 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.
- j) 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 Mumbai for all purposes. The Arbitration shall be held at a place convenient to both parties and failing an agreement, the Arbitrator shall decide the venue. The Arbitration shall be conducted in English language.
- k) The Appointing Authority is the Director-Marketing of Hindustan Petroleum Corporation Limited.

ARBITRATION: PUBLIC SECTOR VS GOVERNMENT DEPT. VICE VERSA

In case of contracts/agreement to be executed between Public Sector Enterprises / Government Departments, following clause is applicable:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The said appeal should be filed within the period specified in the award of the arbitrator."

It is essential that, to avoid delay in nomination of arbitrator or initiation of arbitration proceeding, the Arbitration Clause or Agreement, as the case may be, is forwarded without fail at the time of making request for reference to the Law Secretary or Department of Legal Affairs.

Arbitration clause for other CPSE's, Central Government/Departments and State Governments/ Departments/ Organizations except agreements with Railways, Income Tax, Customs and Excise Departments shall be as follows:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract between the Parties, all such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.: 4(1)2013-DPE(GM)/FTS-1835 dated 22/05/2018 and any clarifications/amendments/ revisions made by the DPE in this regard.

14 ISSUE OF OWNER SUPPLIED MATERIAL

- 14.1 The conditions for issue of material shall apply for materials explicitly mentioned under owner scope of supply only and reconciliation shall be as per provisions of document wherever applicable.
- 14.2 The reconciliation of material shall be applicable only for the material issued by Owner as free issue to Contractor and monthly reconciliation statement will be submitted along with monthly RA bill.

- 14.3 Indemnity bond will be submitted for the value of free issue of material valid till completion of Work.

15 MOBILIZATION ADVANCE (NOT APPLICABLE) :

- 15.1 Contractor, if requested, shall be paid recoverable interest bearing Mobilization Advance up to a maximum of 10% (Ten Percent) of Total Value of Work Part Only. The mobilization advance will attract an interest rate as SBI's PLR rate (prevailing at the time of payment) Plus 1% to be compounded quarterly.

Mobilization Advance shall be paid to the Contractor in two installments after signing the contract agreement and submission of performance bank guarantee for 110% of total mobilization advance amount, in the following manner:

15.1.1 FIRST INSTALLMENT

- i. 5% (Five percent) of total Contract Value shall be payable as the first installment of mobilization advance after fulfilling the following formalities by the Contractor:
 - a. Duly accepted & signed copy of purchase order by the Contractor.
 - b. Submission of a separate bank guarantee towards Contract Performance from any Scheduled Bank in India other than Co-operative Bank in the proforma approved by Employer towards due performance of contract equivalent to 10% of awarded contract value which shall be kept valid till up to 3 Months after expiry of defect liability period.
 - c. Submission of a separate Bank Guarantee towards advance payment by any Scheduled Bank in India other than Co-operative Bank in the proforma approved by Employer equivalent to 110% of mobilization advance which shall be kept valid till scheduled completion of the work.
 - d. The Bank Guarantee submitted against mobilization advance shall be released after recovery of full mobilization advance along with interest thereon.

15.1.2 SECOND INSTALLMENT

- i. Balance 5% Mobilization Advance shall be payable to the Contractor after Contractor has constructed site Office, storage shed, fabrication yard etc. and has physically mobilized equipments as specified in tender document and is ready to start the work to the entire satisfaction of Engineer -in-Charge and commencement of work at site. This installment shall be paid to the contractor after completion of initial mobilization. **The contractor shall also submit Utilization Certificate of advance received by him earlier.**

15.2 RECOVERY OF MOBILISATION ADVANCE

- 15.2.1 The Mobilization Advance together with the interest accrued, shall be recovered from each running account bill @ 12.5% of gross amount of Monthly R.A. Bill in such a manner that the total advance and interest accrued is recovered when approximate 80% of the contract value gets paid. Balance amount, if any, shall be paid by the contractor through Demand Draft when approximate 80% of the contract value gets paid otherwise it will be recovered from any Bank Guarantee available with HPCL. However, in case of foreclosure or termination, full balance amount including interest as accrued shall be paid by the contractor through Demand Draft within 30 days of issue of such letter failing which same shall be recovered from any Bank Guarantee available with HPCL.

16 FRAUDULENT PRACTICES

- 16.1 The OWNER requires that Bidders/Vendors/CONTRACTORS observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.
- 16.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- 16.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 16.4 In case, the information/ document furnished by the Bidder/vendor/CONTRACTOR forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ CONTRACTOR without any prejudice to other rights available to OWNER under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 16.5 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/CONTRACTOR along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/CONTRACTOR.
- 16.6 Further, such Bidder/Vendor/ CONTRACTOR shall be put on Blacklist/ Holiday/Negative List of OWNER debarring them from future business with OWNER for a time period, as per the prevailing policy of OWNER.

17 GRIEVANCE REDRESSAL MECHANISM

There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website www.hindustanpetroleum.com.

"For Grievance Redressal Mechanism, the Name Designation and Address of GRC members coordinator is as follows:

Deputy General Manager – Purchase,
Procurement, HB

HINDUSTAN PETROLEUM CORP. LTD.
HINDUSTAN BHAWAN (1st FLOOR)
8, S V MARG

BALLARD ESTATE, MUMBAI – 400001, 022-22637156, 022-22750080

18 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

- 18.1 Before submission of their first invoice for Running payment, the Contractor shall register

themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the governing rules and regulations in India. The Contract Price shall be deemed to include all costs towards the same. The copies of all the related documents to all such registrations shall be submitted by the Contractor to Owner for their records and reference when-ever required during the tenure of the contract period.

19 AUDITS OF CONTRACT

- 19.1 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, immediate rectifications shall be taken up at no extra cost; and also if any recoveries against some items are pointed out therein, the same shall be recovered from CONTRACTOR's RA bills/final bill. The items under dispute shall not be paid in full till the job is completed to satisfaction of the inspection agency.

20 SUBSEQUENT LEGISLATION

- 20.1 All duties, taxes (on works Order/ trade tax/ turnover tax/etc. as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Order) as may be levied/ imposed in consequence of execution of the works or in relation there to or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to contractor's account.

21 ROYALTY

- 21.1 All royalties etc., as may be required for any entry permits, including right of way etc., to be arranged by Contractor shall be deemed to have been included in the quoted prices. Owner will not be able to obtain exemption from payment of royalty charges.
- 29.1. Bidder's quoted rates shall include the royalty on different applicable items as per the prevailing State Government rates. Any increase in prevailing rate of royalty shall be borne by the Contractor at no extra cost to Owner.
- 29.2. Documentary evidence to be furnished by Contractor along with the bills.

22 BREACH OF CONTRACT

- 22.1 In case of separate orders issued for various Parts or locations / Schedule(s) of the works, the Contractor shall be responsible for execution of all orders to the entire satisfaction of the Owner and breach in one order shall constitute as breach in the other order and accordingly appropriate action shall be taken as per stipulations of the order.

23 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

- 23.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting

operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

24 INTELLECTUAL PROPERTY

- 24.1 Neither Owner nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which is demonstrated to be in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to Owner all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

25 BANK GUARANTEE FOR FREE ISSUE MATERIAL, IF APPLICABLE.

Bidder shall note that successful bidder on award of contract will be liable to submit Bank Guarantee equal to the value of free issue material for respective schedule as defined below;

The BG shall be valid from date of free issue material take over from custody of HPCL till the date of completion of installation of final equipment.

26 GOVT. ACTS/ REGULATIONS

- 26.1 Any reference to the specific statutes/regulations in the IFB is only indicative, and it is entirely for the Bidder to ascertain the Applicable Laws.

27 INTEGRITY PACT

- 27.1 Integrity Pact: All tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts exceed Rs.1 crore. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

28. DRAWING / DOCUMENTATIONS

Contractor to note that review of any drawing/document by Owner does not absolve the contractor from the responsibility of ensuring complete compliance to the Bid package requirements. Noncompliance to the bid package requirements observed at any stage of project execution shall be rectified by contractor without any time and cost implication to Owner.

Owner reserve the right to carry out capacity & capability assessment of the bidder using in –house information and past performance.

29. Bidders shall not quote TCS rate/amount anywhere in their bid; even if quoted the same shall not be consider for evaluation as well as for payment purpose. Bidder shall be required to withdraw the same else the bid will be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.

Tax Collection at Source u/s 206C(1H) of Income Tax Act 1961:

A Seller of Goods ("Vendor") within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source ("TCS") in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL. HPCL's PAN Number for the purpose of TCS is AAACH1118B which is required to be uploaded by the Vendor for every TCS deposit. The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz., its collection at appropriate percentage, its remittance to Tax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL. Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding

COMPLETION PERIOD

Completion Period: Time is the essence of this job. And the seller shall try to improve upon the same. All the material covered under this job shall be delivered within **12 weeks** from the date of purchase Order and The date of receipt of material at site shall be considered as the date of delivery. However, Complete Installation and Commissioning of the Entire Solar Plant system including all liasoning and obtaining necessary approval at all the locations must be completed in all aspects within **16 weeks from the Date of Purchase order**

PAYMENT TERMS

TERMS OF PAYMENT:

a.) Design and Supply Charges :

i.) 70 % of Value along with taxes and duties shall be released within 15 days after receipt of all the materials and submission of all documents at site against party invoice.

ii.) 30 % of Value along shall be released only after installation and commissioning of the Solar Power system and synchronization with the grid along with all the necessary liasoning and commissioning certificates such as Net Metering Agreement etc. issued by statutory authority.

b.) Installation and Commissioning Charges

i.) 100 % of Value along shall be released after installation and commissioning of the Solar Power system and synchronization with the grid along with all the necessary liasoning and commissioning certificates such as Net Metering Agreement etc. issued by statutory authority.

3% of value from line (a) and (b) shall be retained as retention money, which shall be released after successful completion of Defect Liability Period. The retention

Money may be retained in the form of Performance Bank Guarantee provided by the vendor for the balance 3% amount.

Payment against invoices shall be made on receipt of equipment / material at site against submission of following documents along with your Bill / Invoice:

- i) Delivery Challan / Lorry Receipt duly acknowledge by our site.
- ii) Manufacturer's Test Certificate
- iii) Manufacturer's Guarantee Certificate.
- iv.) Warranty Certificate for 25 Years in case of Solar Panels

Please note that HPCL cannot make any advance payment with order OR against Dispatch documents through Bank.

Tender No. : 21000081-HB-10120



Tender Published On : 21-May-2021 16:16

commercial part 2				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Commercial Part 2	commercialpart2.pdf	-	No
2	payment	Payment.pdf	-	No
3	PPLC	PP_Indivisible_Works Contract_Dec 2020.pdf	-	No
4	RA MANUAL	5.3 RA Manual.pdf	-	No

**CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH
SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

UNDERTAKING ON LETTERHEAD

To,

M/s HPCL

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,

M/s HPCL

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (*Name of Bidder*) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s_____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of `..... (Rupees only).

We, Bank having office at Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporation without any demur on first demand an amount not exceeding `..... (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".

2. We, Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.



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4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
 5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
 6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
 7. We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")

**ANNEXURE - 11
(SPECIMEN)****11.COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE,
SECURITY DEPOSIT/RETENTION MONEY/PERFORMANCE GUARANTEE**

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messrs a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods/to execution of services for "the Corporation" and "the Corporation" having agreed :

- a. not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order
- b. to pay "the supplier" as and by way of advance upto a sum of Rupees _____ (Rupees _____ only) being _____% of the value of "the order";
- c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee

We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding ₹ (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.
3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the

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3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded first demand and without any demur notwithstanding dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration or **conciliation** pending before any court, tribunal or arbitrator or **conciliator(s)** relating thereto, our liability under this guarantee being absolute and unconditional.
 4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
 5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of ____% valid till the end of the defects liability period as per the terms of the P.O. No. _____ dated _____ and that in proportion with the recovery of advance @ ____% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of ₹ _____ is fully recovered from the running bills and from the date of full recovery of the advance of ₹ _____ this guarantee automatically, shall stand valid towards the ____% retention money/defects liability, fully valid in all respects unto a further period of **3 (three)** months, as per the Purchase Order of "the Corporation".
 6. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed ₹
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this guarantee.
 7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
 8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

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IN WITNESS WHEREOF the Bank has executed this document on this
day of

For Bank

(by its constituted attorney)

(Signature of a person authorised
to sign on behalf of "the Bank")*

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAIL OF IMPORT CONTENT AND RATES OF IMPORT DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE

DESCRIPTION			CIF value of Import Content included in quoted supply prices (In % of Quoted FOT Dispatch Point Price) (Currency _____)	Date of Exchange Rate (SBI Bill Selling) considered by Bidder	RATE OF IMPORT DUTY INCLUDED IN QUOTED SUPPLY PRICES					
For Item SI . No. as per MR	Description of Imported Items	Qty. of Imported Items (Unit____) *(1)			HSN Code	Basic Customs Duty	Cess (%)	IGST (%)	TOTAL CUSTOM DUTY (%)	
	1	2	3	4	5	6	7	8	9	
	i)_____									
	ii)_____									
	iii)_____									
	i)_____									
	ii)_____									
	iii)_____									
TOTAL CIF VALUE										
			NOTE: * (1) Bidder shall indicate built-in CIF value along with quantities of import content and its description included in finished goods.							
			(2) Bidder has to ensure that currency quoted in this format shall be same with the currency quoted in the main Price Schedule format for the built-in CIF value.							
			(3) Bidder shall furnish the CIF content in this format only in %age of basic quoted price in online portal.							
			(4) In case CIF details submitted is not conclusive (not have currency, date of exchange rate variation,% of CIF etc) same will be considered as“ CIF details not submitted ” and hence variation on account of foreign exchange rate and custom shall not be payable.							

**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.

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- 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,