



HINDUSTAN PETROLEUM CORPORATION LIMITED

E & P Department , Gresham House-2

11.5	Others				
12.0	FORM WORK, REINFORCEMENT				
12.1	Whether form work, shuttering, shoring etc. are adequately designed and provided to erect the structure and to support the expected load?				
12.2	Whether staging (support) for shuttering is designed for loads like worker movement, impact load and other incidental loads during construction?				
12.3	Whether workers use PPEs at work site like safety shoes, gloves, helmet with chin strap, goggles and dust masks etc.?				
12.4	Whether all safety procedures are adopted while cutting rod?				
12.5	Whether proper staging and bundling is provided for supplying rods at height?				
12.6	Whether sufficient cross bracings are provided for high staging works as per design requirement?				
12.7	Others				
13.0	CONCRETING				



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13.1	Whether the concreting area is barricaded?				
13.2	Whether vibrator hoses, pumping concrete accessories are in healthy condition and mechanically strong?				
13.3	Whether it is ensured that no pipe line in concrete pumping system is attached to any temporary strut such as scaffolds etc.?				
13.4	Whether it is checked that safety guards around moving parts are provided in concrete mixer/ machines?				
13.5	Whether earthing of electrical mixers, vibrator etc. are provided?				
13.6	Whether entry of unauthorised person in the concreting area is restricted?				
13.7	Whether adequate lighting arrangement is made in the concreting area if working during night?				
13.8	Whether PPEs like gum boots, gloves, helmet with chin strap, goggles and dust masks etc. are being used?				
13.9	For overhead or underground work, whether form work and shuttering have been checked with respect to design?				
13.10	Whether boom placers are properly secured?				
13.11	Others				



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14.0	DEMOLISHING (DEMOLISHING BY BLAST NOT CONSIDERED)			
14.1	Whether an initial survey carried out to identify any structural problems and risks associated with flammable substances and substances hazardous to health?			
14.2	Whether sequence of demolition is formulated and approved by competent person after the survey and recorded in a method statement having taken all the various considerations into account and identifying the problems and their solutions?			
14.3	Are non-sparking tools being used, if required?			
14.4	Is intermittent clearing operation being done to keep the area reasonably tidy and clean?			
14.5	Whether effective barricading has been provided?			
14.6	Whether Electrical and other facilities like water, oil, gas pipelines, etc. have been isolated / protected?			
14.7	Whether required PPEs like helmet with chin strap, goggles, ear plug/muff, hand gloves, safety shoes, dust mask, etc. used?			
14.8	Others			
15.0	RADIOGRAPHY			



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15.1	Are safety precautions for handling of source as per guidelines of BARC being followed?				
15.2	Is the potency of the source being used within acceptable limits as per the BARC regulations?				
15.3	Is the area being cordoned with proper signs during radiography as per guidelines of BARC?				
15.4	Does proper place exist as per BARC regulations for storage of source / Personnel safety equipment?				
15.5	Does the radiographer have valid certificate of radiography from competent authority (BARC)?				
15.6	Is radiographer using Exposure Meter / Dosi Meter?				
15.7	Whether minimum occupancy of the premises / workplace is being ensured while radiography is in progress?				
15.8	Is permit system being followed?				
15.9	Whether Radiation Safety Officer is available at site?				
15.10	Others				
16.0	ADDITIONAL SAFETY PRECAUTION FOR UNITS WITH HYDROCARBONS				
16.1	Are jobs being carried out with a valid work permit only as per OISD-STD-105 "Work Permit System".				



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16.2	Is smoking prohibited in all places containing combustible or flammable materials and "No Smoking" notices prominently displayed?				
16.3	Are only approved type electrical installations and equipment, including portable lamps, being used?				
16.4	Are oily rags, waste, wooden materials and clothes or other substances liable to spontaneous ignition being removed?				
16.5	Are the combustible materials properly shielded in case same cannot be removed from the area?				
16.6	Has welding screens (like metal/ fire retardant cloth/ water curtain) been put up to protect other equipment / facilities/ OWS cement ceiling/ drains in adjoining areas against flying sparks, as may be required?				
16.7	Is Gas-testing being done with the means of a calibrated Gas detection Meter prior to start of Hot work and being done subsequently at regular intervals as per the requirement and recorded?				
16.8	Are regular inspections being done of places where there are fire risks like in the vicinity of heating appliances, electrical installations and conductors, stores of flammable and combustible materials, welding and cutting operations?				



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16.9	Are fire-extinguishing equipment being placed at strategic locations and are kept well maintained and inspected at suitable intervals by a competent person?				
16.10	Are accesses to fire - extinguishing equipment such as hydrants, portable extinguishers and connections for hoses kept clear at all times?				
16.11	Are all supervisors and a sufficient number of workers trained in the use of fire-extinguishing equipment?				
16.12	Are audio means, to give warning in case of fire provided, audible in all parts of the site where persons are liable to work?				
16.13	Is there an effective evacuation plan in place so that all persons are evacuated speedily without panic?				
16.14	Others				
17.0	EMERGENCY PROCEDURES				
17.1	Is signaling / siren system effective?				
17.2	Is arrangement for rescuing affected person adequate?				
17.3	Are signs showing emergency exit route installed?				
17.4	Is emergency exit route clear of obstacles?				
17.5	Is communication system adequate?				



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17.6	Whether emergency vehicle with driver has been provided to meet any emergency situation?				
17.7	Does any tie-up with hospitals or local doctors exist?				
17.8	Has the assembly point for workers in case of emergency been identified and earmarked?				
17.9	Has training been provided to a few workers for First Aid?				
17.10	Emergency procedure and telephone numbers are known to all and same are prominently displayed at site? (Sample compliance check)				
17.11	Whether emergency mock drills are being regularly done?				
17.12	Others				
18.0	WELFARE FACILITIES				
18.1	Are hygienic conditions prevailing at labour camps?				
18.2	Are First Aid facilities available?				
18.3	Does proper sanitation exist at site office and labour camps?				
18.4	Does any arrangement of medical facilities like tie ups with nearby hospital exist?				



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18.5	Is proper drinking water facility available for workmen & staff?				
18.6	Are crèches provided for children (if applicable)?				
18.7	Is any proper place/canteen/restroom provided for eating food and taking rest?				
18.8	Is any place earmarked for storing / keeping clothing?				
18.9	Is adequate washing facility available?				
18.10	Does proper ventilation at working place exist?				
18.11	Others				
19.0	GENERAL				
19.1	Are illumination levels at workplace and passages adequate?				
19.2	Is communication system adequate?				
19.3	Are display and caution boards provided at strategic locations?				
19.4	Are road barriers being used for blocking any roads/passage?				
19.5	Has the structure been adequately secured against storm/high winds during construction/ erection?				
19.6	Are the equipment properly earthed?				



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19.7	Are vehicles being checked like brakes, oil, lights etc. on regular basis?				
19.8	Is compressed air being used only for its intended purpose and not for any other purpose?				
19.9	Are only proper clothes and not loose clothes being used while working around machinery?				
19.10	Are nails or other sharp objects being removed or bent?				
19.11	Are machine guards over moving parts of machinery such as coupling, pulley, wheel etc. installed?				
19.12	Whether after maintenance of machinery the guards are securely fitted before putting into operation?				
19.13	Are working platforms / gangways provided with hand rails & toe guards?				
19.14	Are swing platforms provided with chains & secured adequately when not in use?				
19.15	Are the approaches to work sites being maintained & kept clear of obstacles?				
19.16	Whether engines of equipment entering into the operating area have exhaust and muffler system with approved spark arrestor?				



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19.17	Whether vehicles/engine driven equipment, electrical equipment and tools used are certified?				
19.18	Whether contractors inform his workers about hazards and safe procedures?				
19.19	Whether sufficient care is taken so that spark do not go outside working enclosure & falls below?				
19.20	Whether contractor's qualified / trained supervisor is present?				
19.21	Whether all exhausts of engines are provided with approved type of flame arrestors and exhaust is not facing toward the place where the workers are working?				
19.22	Others				



Duties & responsibilities of Engineer-In-Charge

- i) To ensure that all Contract requirements including Health, Safety, and Environment & Security are complied with.
- ii) To ensure that contractor workforce deployed is adequately qualified, trained and in state of health to commensurate with the requirements of the job.
- iii) To ensure that the Tools / Tackles and Machinery being used are properly tested and are in sound working conditions and necessary resources proposed for providing safe place of work and necessary PPE are being used.
- iv) To take the required necessary corrective action immediately upon noticing or receipt of a report on noncompliance or any such condition which poses a threat to health, safety or environment. If during the course of execution of the contract, any situation of non-compliance with the contractor's safety and health plan are noticed / reported, the same will be taken up with the contractor for correction. In the event of repeated noncompliance, suitable action to be initiated as per the contract.
- v) To ensure that the incidents are reported to all concerned within stipulated time frame.
- vi) To ensure submission of a plan for safe working (Method Statement) from contractor and approval of the same by competent person / department.
- vii) To ensure that Work Permit System in line with OISD-STD-105 is adhered to.
- viii) To ensure availability of all the documentation needed for the execution of contract.
- ix) To ensure that the quality controls have been maintained during fabrication/erection and all jobs required for safe commissioning have been carried out.
- x) To ensure safe dismantling of all temporary facilities/connections put up by the contractor, after completion of work.
- xi) To compile a report on the safety performance (at the conclusion of each contract or periodically such as annually for renewable and long-term contracts), which is to be considered in future when selecting contractors.



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- xii) To ensure that the Consultant, contractor and sub-contractor employ / designate qualified & trained Safety Engineer / Officer commensurate with requirement of the job.
- xiii) To comply with all applicable safety and health standards, rules, regulations and orders issued by competent authority pertaining to the assigned activities.



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TOOL BOX TALK RECORD

DATE _____ TIME: _____ LOCATION: _____

DELIVERED BY: _____ WITNESSED BY: _____

JOB DISCRIPTION: _____

NAME OF THE CONTRACTOR: _____

Toolbox Talk Topics / Issues discussed

Other points or issues raised by attendees

NAME	SIGNATURE	NAME	SIGNATURE

**ANNEXURE - 10
(SPECIMEN)****10. BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF
SUPPLIER / CONTRACTOR**

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,
(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of r (Rupees _____) amounting to 10% (ten percent) of the total contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anyway payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anyway payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of r _____ (Rupees _____) and "the

Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anyway have in relation to "the

Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount soliable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
7. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed r.....
 - 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.*

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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 supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at
_____ on _____ 199 .

_____ Bank
(by its constituted attorney) (signature of
a person authorized 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/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 r (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

amount so demanded first demand and without any demur notwithstanding dispute raised by "the Supplier" 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.

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".
9. "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 Supplier" 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 - 13 (SPECIMEN)

13. BANK GUARANTEE FOR SECURITY DEPOSIT

BANK GUARANTEE FOR SECURITY DEPOSIT

(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) 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 Bank Guarantee for the security deposit.

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 r..... (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 defenses 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 amount so demanded on first demand and without any demur notwithstanding any

dispute raised by "the Supplier" 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.

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" Bank Guarantee for security deposit is Valid upto a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. dated _____.
6. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed r
 - 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".
9. "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 Supplier" 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")*

DELISTING DECLARATION

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

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive. Bidder to type the above on his letter head , sign and upload

INSTRUCTIONS TO BIDDERS:- LIMITED TENDER

1) **This is only a Tender Enquiry and not an order.**

2) The tender should be submitted online at website <https://etender.hpcl.co.in> only, by the due date and time, as specified in the tender. Late / delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the HPCL website <https://etender.hpcl.co.in> shall only be considered for the cut-off date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier or by any other mode will not be considered.

3) Partially completed / incomplete tenders shall not be considered.

4) All communications regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system at website <https://etender.hpcl.co.in>

5) Two Bid System

Bidders are required to submit offer in Two parts, namely "Unpriced"(Technical Bid) & "Priced"(Price Bid). The Bidder may modify or withdraw his online bid after the bid's submission on line, prior to the bid due date & time.

6) Validity

Quoted prices shall be valid for a period of **90 days** from the due date / extended due date for the placement of order. Notwithstanding above, the Owner may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made on line/ or through any other means of communication decided by the owner. The bid security/EMD shall also be accordingly extended by the bidder at no extra cost to the owner.

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

8) For any, site related / bidding procedure issues, please contact **Eproc helpdesk at: 022- 42100111 on any day between 10.00 AM to 6.00PM except on Sundays/Public holidays.** Please refer to help link after logging in, in case you are new to e-Tender.

9) HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable.

10) **Request for extension of tender submission due date, if any, received from bidders within 96 hours of tender submission due date / time, shall not be considered.**

11) Tender opening (unpriced bid as well as priced bid) will be done online at the time and dates specified in the tender. Vendors who have responded to the tender are requested to login at the

specified date and time at HPCL e-procurement website <https://etender.hpcl.co.in> for witnessing the tender opening (unpriced bid as well as priced bid in case of technically accepted vendors).

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

13) Technical and Unpriced Part of the Offer will be opened by HPCL as per the due date and time mentioned in the NIT (Notice Inviting Tender)/E-Tender Calendar. The Priced part of the Offer of technically qualified bidders will be subsequently opened on-line as per date advised subsequently.

14) Cost of bidding :

The bidder shall bear all costs associated with the preparation and submission of the bid including digital certificate, and Hindustan Petroleum Corporation Limited (HPCL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15) **EMD (In case Applicable)**

BID SECURITY/EARNEST MONEY DEPOSIT (EMD) :- IMPORTANT NOTE :

THE TENDERER WILL BE REQUIRED TO PAY A SUM AS SPECIFIED IN THE ETENDER AS Bid Security/EMD. The bid security/EMD is required to protect the Owner against the risk of Bidder's conduct, which would warrant the security's forfeiture.

A) VALIDITY OF EMD

EMD shall be accepted in the form of demand draft, pay order, banker's cheque (**in favour of Hindustan petroleum Corporation Ltd, payable at MUMBAI, issued by any scheduled bank other than cooperative bank**) or Irrevocable Bank Guarantee **issued by any scheduled bank (other than cooperative bank)**. **Amount of EMD is mentioned in the tender.** In case EMD is submitted in form of Bank Guarantee, it should be made on non-judicial stamp paper of appropriate value (denomination) and **should be valid for SIX (6) months from due date / extended due date of the tender.** Cheque / FDR or EMD in any other form shall be treated as offer without EMD and shall not be acceptable. Public Sector Enterprises (Declaration required) and Units registered with NSIC (Copy of valid registration certificate) are exempted from submission of EMD. EMD (original instrument: DD/Pay order/ Banker's Cheque OR Bank Guarantee) should be kept in separate envelope (superscribed with tender number, job & due date) and should be deposited by tender due date and time, in the tender box provided in the office of Chennai New Terminal.

In case the EMD (original instrument) is not deposited in the tender box (as mentioned above) by tender due date and time, the offer of bidder shall be rejected.

Public Sector Enterprises and Units registered with NSIC may also send the hard copy of EMD exemption document by post to Chief Manager - Procurement (P&P) at the address mentioned above.

HPCL shall not be responsible for any postal delays or non-receipt of EMD by tender due date and time, reasons whatsoever.

While submitting the bid on-line, bidders would be required to upload the scanned copy of EMD instrument (DD / pay order / banker's cheque or bank guarantee) OR EMD exemption document (self declaration in case of Public Sector Enterprises OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same.

Bidders are requested to advise their BANKS not to post Bank Guarantee/or any other EMD/Bid security document directly to HPCL , as the Bid Security/EMD is to be submitted as detailed above.

Offer received without requisite EMD as explained above shall be rejected.

B) REFUND OF EMD

i) EMD of un-successful bidder(s) will be refunded immediately upon completion of Price evaluation by means of A/c Payee Cheques, or by returning the original BG.

ii) EMD of successful bidder(s) shall be refunded on submission of either the Security Deposit or the Performance Bank Guarantee as per terms of the tender.

16) VALIDITY OF OFFER

Bid submitted by Bidder shall remain valid for a minimum period of **90 days** from the date of submission of Bids. Bidders shall not be entitled during this period of 90 days, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or canceling their Bid or varying any of the terms in regard thereof without the consent of Owner in writing, Owner shall reject such Offers and forfeit Earnest Money paid by them along with their offers.

17) Bidders are requested to quote unit rates (per unit quantity) in the on-line price bid only (no separate file is to be uploaded for price bid).

18) Please do not quote / mention rates anywhere else in the tender other than on-line price bid. In case bidders quote rates at any other place (other than online price bid), THE OFFER OF PARTY SHALL BE REJECTED.

19) Service Tax: Bidders has to quote the Service Tax in % (Percentage) as applicable for their respective firms as per the latest Service Tax Rules, since different percentage of Service Tax applicable for different type of firms, companies, partnerships, individuals etc.

Vendor to indicate his liability of service Tax if any on the above job separately, as per amended Service Tax provisions w.e.f 1-7-2012.

Tax liability of HPCL as per reverse Charge mechanism wherever applicable will be loaded in the evaluation.

Vendor should also indicate his entity status: viz., Private Ltd Company/Public Ltd Company/Others.

In case if the entity is not liable to pay service tax as per service tax laws, the same shall be mentioned separately in the place provided.

Vendor should quote his applicable service tax rate if any separately and not as inclusive. In case if the vendor quotes the rate "Inclusive of Service Tax" it would be considered as if the vendor has included his liability alone in the rate. Accordingly HPCL's liability would be loaded for evaluation purposes.

Bidders should only quote unit basic rate in the online priced bid format. However, all taxes and duties as applicable for the tender shall be quoted in the tax section online by the bidders. In case bidders do not quote any tax component/charges or mention the same as "0", in online Tax sheet/section, it will be considered that all the taxes/charges are included in rates quoted by the bidder and the same shall be binding to the bidder.