



HINDUSTAN PETROLEUM CORPORATION LIMITED
PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL



SECTION-7

ANNEXURES

Annexure-I

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as {CEO/CFO/ Company Secretary or any member of the Board of Directors in case of a limited company or proprietor / any two partners in case of Proprietorship / Partnership firms (indicate, as applicable)} of the Company _____ having its documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document _____, are true, authentic, genuine and exact copy of its original.



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S.No.	Document Reference No. & Date	Document Subject	Issuing Authority

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud (ii) provisions of bidding conditions and (iii) Suspension / Banning rules of HPCL, which entitle HPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation. I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated. I also declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and HPCL has every right to take action against me and my company, as deemed fit as per law of land and provisions of the bidding documents including HPCL's right to put our company on Suspension/Banning/Holiday list for future business with HPCL.

Specimen Signature of authorized representative

Signature

Name & Designation {CEO or CFO or Company Secretary or any member of the Board of Directors in case of a limited company or proprietor / any two partners in case of Proprietorship / partnership firms (indicate, as applicable)}

Notarized by Notary Public (applicable only in case of Proprietorship / Partnership firm)



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SECTION-8

FORMS & CHECKLIST

FORM – I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	



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4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

FORM – II

FINANCIAL CAPACITY FORM

Name of the Firm:

Address of the Firm:

In case financial result of 2020-21 is not announced, kindly refer the below table.



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FINANCIAL YEARS	2017-18	2018-19	2019-20
Annual Turnover (in INR)			

In case financial result of 2020-21 is announced, kindly refer the below table.

FINANCIAL YEARS	2018-19	2019-20	2020-21
Annual Turnover (in INR)			

Signature of the authorized signatory of the bidder with seal of the firm/company

Name: _____

Mob No. _____

Date: _____

NOTE: To be certified by Company Auditor with seal and signature.

FORM – III

DETAILS OF PREVIOUS CONTRACTS

Give details of completed contracts, if any, of similar services being rendered by you:

Period of Contract: From To	Name and Address of	Name of the	Value of contract	Remarks
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	the Organization with reference letters	contact person & Phone No.	and other Details	

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract: From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

SEAL AND SIGNATURE OF THE BIDDER

Date:

CHECK LIST - I

S. No.	Particulars	YES/NO
1	Have you filled and submitted all forms: i) Form I to III (ii) Technical bid (iii) Financial bid	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	



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3	Have you enclosed scanned copy of the draft for EMD of Rs. 74000 only and uploaded with the Technical Bid as applicable?	
4	Have you uploaded the proof of having met the following minimum eligibility criteria?	
4.1	Legal Valid Entity: Have you uploaded the attested Certificate for registration of company/firm?	
4.2	Financial Capacity: Have you uploaded Income Tax Returns, Audited Balance Sheets and Profit & Loss Statement as required?	
4.3	Registration License: Have you uploaded a copy of each of the Registration certificate?	
4.4	Experience: Have you uploaded the attested experience: Certificates issued by the Organizations / Government Departments of the last 3 years?	
5	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
	FINANCIAL BID	
6	Have your Financial Bid proposal duly filled and upload as per instructions?	
7	Have you quoted prices against each of the category/item?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised
signatory with
seal of the firm/company

Name: _____

Mob No. _____

Date: _____

E – TENDER TERMS / INSTRUCTIONS TO BIDDERS

- 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 will not be considered.
- 3) Partially completed / incomplete tenders shall not be considered.
- 4) All communication 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” & “Priced”.

6) **Validity**

Quoted prices shall be valid for a period of **120 days from the due date / extended due date** for the placement of order.

- 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 <https://etender.hpcl.co.in>
- 8) 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.
- 9) HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.

10) **EMD (EARNEST MONEY DEPOSIT)**

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 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 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 undertaking (Declaration required) and Units registered with NSIC (Copy of valid registration upto specified volumes) are exempted from submission of EMD.

EMD (original instrument: DD/Pay order/ Banker's Cheque OR Bank Guarantee) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date / time, in the tender box provided in the office of **DEPUTY GENERAL MANAGER – PURCHASE AT OFFICE OF DGM CPO NON CATEGORY.HPCL.9TH FLOOR, MARATHON FUTUREX BUILDING A WING, MAFATLAL MILLS COMPOUND,N.M. JOSHI MARG, MUMBAI 400013.TEL. NO. 022-23030000**

Public sector undertaking 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 / time, reasons whatsoever.

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

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 undertaking OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same.

EMD (BID SECURITY)

4.1 The Bidder shall furnish, as part of his bid, a bid security in original for the amount specified in the tender document by way of pay order, bank guarantee on Rs.200/- value non-judicial stamp paper or demand draft.

4.2 The bid security is required to protect the Owner against the risk of Bidders conduct, which would warrant the security forfeiture.

4.3 In case of Domestic Bidders, the Bid Security shall be in the form of an irrevocable Bank Guarantee (in the format attached) issued by any Indian Scheduled Bank (other than Co-operative Bank). In case of Foreign Bidders, the Bid Security shall be in the form of an irrevocable Bank Guarantee (in the format attached) issued from branches of Indian Public Sector Banks or from foreign banks duly counter-guaranteed by Indian bank branches. Bank Guarantee from Indian branches of foreign banks will be accepted only if the Indian Branch of the bank is recognized as scheduled bank by Reserve Bank of India. However, Bank Guarantee from foreign branch bank will be accepted only if the same is counter signed by their Indian Branch or any Scheduled Indian Bank. Bid Security shall be issued in favor of M/s Hindustan Petroleum Corporation Limited, Mumbai.

4.4 Unsuccessful Bidders bid security without any interest will be discharged/ returned as promptly as possible, but not later than 60 days after the expiry of the period of bid validity prescribed by the Owner.

4.5 The successful Bidder's bid security without any interest will be discharged, upon the Bidder accepting the Contract/ Purchase Order and furnishing the Contract performance bank guarantee to the respective Oil Companies.

4.6 The bid security may be forfeited:

- a) If a Bidder withdraws his bid during the period of bid validity or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to:
 - i) Accept the Purchase Order in accordance with agreed terms and conditions.
 - ii) Furnish Contract performance bank guarantee as per bid document/ Purchase Order.
- c) Detection of submission of false / forged documents and fraud.

4.7 Bid Security should be in favor of Hindustan Petroleum Corporation Limited, Mumbai and submitted to the relevant office of HPCL, Mumbai as mentioned in covering note of the tender document. Covering letter to Bid Security must indicate the tender number for which the Bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security shall be strictly in the form provided in the bid document before the due date & time of bid submission.

4.8 Bidders are advised to instruct their banks not to post Bid Security directly to Owner as the same has to be submitted to address specified in the tender document.

4.9 Central Public Sector Undertaking of Govt. Of India are exempted from furnishing the bid security. Firms registered with NSIC/ MSME are also exempted from furnishing bid security, provided they are registered for the tendered items and up to the monetary limit they intend to quote. Provided further that they submit a copy of the current and valid registration certificate for the quoted item and monetary value along with their bid(s).

Owner reserves right to verify the registration certificate provided, with relevant authorities.

- 11) **Bidders are requested to quote rates in the price bid only.** Please do not quote / mention rates anywhere else in the tender other than price bid. In case bidder quotes rates at any other place (other than price bid), the rates quoted in price bid shall only be considered in evaluation. In case, bidder happens to be lowest basis above evaluation, the lower of the two rates (mentioned by bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for awarding the job.
- 12) No set off (including set off on account of taxes/duties) shall be considered in evaluation for deciding L1 bidder.

Irrespective of taxes/ duties quoted by bidder in the tender, bidder shall be fully responsible for the payment of any and all taxes, duties, and statutory payments payable under all or any of the statutes etc. as per clause 7d of General terms and Conditions of the tender.

- 13) **Request for extension of tender submission due date, if any, received from bidders within 72 hours of tender submission due date / time, shall not be considered.**
- 14) **Clarifications sought/ queries received from bidders /vendors/parties on tender, after the specified query cutoff date will not be entertained by HPCL. Please refer**

query end date / time in tender calendar after which no query posted by bidder shall be considered. However HPCL reserves the right to respond the queries after cutoff date / time mentioned in tender calendar.

15) Please note that queries related to scope of job, tender specifications, terms & conditions etc. should be submitted on –line only (by logging in at <https://etender.hpcl.co.in>) by the query end date / time specified in the tender consolidated view / NIT view/ tender calendar. HPCL, at its sole discretion, may not entertain the queries sent by post / fax/ e-mail or through any other mode of communication.

16) 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).

17) 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.

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

19) **UNSOLICITED POST BID MODIFICATION**

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes, 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 HPCL in writing

20) **REBATE**

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

21) **Grievance Redressal Mechanism :**

Hindustan Petroleum Corporation Limited (HPCL) has developed a “Grievance Redressal Mechanism” to deal with references / grievances if any that are received from parties who participated / intend to participate in the Corporation Tenders. The details of the same are available on our website www.hindustanpetroleum.com

22) To facilitate evaluation & comparison, HPCL shall convert all Bid prices of foreign Bidder expressed in the amounts in various internationally tradable (in line with the Price

Bid Format) currencies in which Bid price is payable, to Indian Rupees at the TT selling rates on the date of Un-Price Bid opening as available in State Bank of India, Mumbai . In case, exchange rate is not available in State Bank of India (Mumbai), alternative sources viz. Economics Times etc. shall be considered for all the currencies

GENERAL INFORMATION

1. EMD (EARNEST MONEY DEPOSIT):

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 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 four 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 **DEPUTY GENERAL MANAGER – PURCHASE AT OFFICE OF DGM CPO NON CATEGORY.HPCL.9TH FLOOR, MARATHON FUTUREX BUILDING A WING, MAFATLAL MILLS COMPOUND,N.M. JOSHI MARG, MUMBAI 400013.TEL. NO. 022-23030000**. **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 Deputy General Manager - Purchase 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.

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

- i) Bidder can view the tender Document at HPCL website <http://www.hindustanpetroleum.com> however bidders are not allowed to quote on the basis of such downloaded document from website and such offers shall not be considered.
- ii) Bid document is non-transferable.
- iii) For submitting the bid on-line it would be mandatory for bidders to obtain digital certificate (which will enable data encryption as well as digital signing). For information regarding digital certificate, bidders may visit <http://www.cca.gov.in>. For submitting the bid online, bidders are advised to follow the step by step procedure given under the link "Bidding Manual" at website <https://etender.hpcl.co.in> . In case of any help bidders can contact HPCL Help desk and at 022-22608520 (e-mail: smunawar@hpcl.in), (skramteke@hpcl.in) at Mumbai on all working days during office hours.

2. For bidding it is suggested that bidders should not wait for last date / tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all the items. There is a facility to keep the bid ready in the system for final submission however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. All the items of the tender are mandatory. For evaluation all the items would be considered and job would not be split. For details please refer tender document. In case of discrepancy between details given here & tender document, the details / terms of tender document shall prevail.

FOR ALL SUBSEQUENT CHANGES IN TENDER DOCUMENT & REPLY TO QUERIES POSTED BY BIDDERS; PLEASE REFER /VISIT:

- THE CORRIGENDUMS (IF ANY) BY CLICKING THE LINK CORRIGENDUM
- TENDER MESSAGE BOARD
- TENDER CALENDER FOR CHANGE IN DATES (IF ANY)

WHILE UPLOADING THE DOCUMENTS IN BID FORMS, BIDDERS ARE REQUESTED TO PROVIDE e- MAIL ADDRESS (OF PERSON CONCEREND WHO CAN BE CONTACTED FOR VERIFICATION OF UPLOADED DOCUMENT)

3. A firm which is not a PSU or an associate or a joint venture of a PSU and which has been engaged to provide goods or works for a project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm which is not a PSU or an associate or a joint venture of a PSU, hired to provide consultancy services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

Consultants or any of their affiliates who are not PSUs or an associate or a joint venture of a PSU will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

The above clauses, however, will not be applicable to a firm engaged in preparation of Detailed Feasibility Report (DFR) but will apply to an EPC (Engineering Procurement Contractor) or PMC (Project Management Consultant)

If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract.

4. Hindustan Petroleum Corporation Ltd (HPCL) has developed the "Grievance redressal Mechanism" to deal with references / grievances if any that is received from parties who participated/ intends to participate in the Corporation Tenders. The details of the same are available on www.hindustanpetroleum.com website.

Completed Tenders in all respect should be submitted on-line at website <https://etender.hpcl.co.in> by the tender due date/ time. Unpriced (Technical) bids shall be opened on-line (as per date / time specified in NIT/ tender calendar) and participating bidders can view / witness the same on-line by logging in at website <https://etender.hpcl.co.in>. Bidders would not be allowed to submit their bid after stipulated tender due date and time. For details, please refer "e- TENDER TERMS/ INSTRUCTION TO BIDDERS" and the tender document.

HPCL will follow the purchase preference and price preference policy as per prevailing guidelines of Govt. of India.

Deputy General Manager – Purchase

**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,

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

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

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

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

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

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

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

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

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

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

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

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

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

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

b) **SECURITY DEPOSIT:**

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

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

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

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

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

5. EXECUTION OF WORK

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

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

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

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5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS

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