



Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

| Basic Information Of Tender | | |
|--------------------------------------|---|-----|
| Title | 60 KW Solar system @Taje | |
| Description | SUPPLY AND INSTALL. OF 60 KW SOLAR SYSTEM AT HP FUEL CENTRE, TAJE COMCO | |
| Tender Type | Limited | |
| Tender Scope | Domestic | |
| Bid Type | Two Bid | |
| Evaluation Criteria | Overall L1 for all items | |
| Tender Due Date & Time | 20-Dec-2021 15:30 | |
| Reverse Auction Applicable | No | |
| Pre Bid Conference Start Date & Time | | |
| Pre Bid Conference End Date & Time | | |
| Queries Start Date & Time | 08-Dec-2021 18:00 | |
| Queries End Date & Time | 20-Dec-2021 11:00 | |
| Un Priced Bid Open Date & Time | 20-Dec-2021 16:00 | |
| Purchase Deptt. | PURCHASE DEPT-PUNE RRO | |
| TF/EMD Drop Box Address | NOT APPLICABLE | |
| Tender Description | SUPPLY AND INSTALL. OF 60 KW SOLAR SYSTEM AT HP FUEL CENTRE, TAJE COMCO | |
| Notice Inviting Tender | | |
| Currency Type | Tender Fee | EMD |
| INR | 0 | 0 |

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

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

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

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

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

Tender No. : 21000044-HB-11358



Tender Published On : 08-Dec-2021 19:43

| Line Details Of Tender | | | | | | | |
|---|------------------------|----------------------|------|----------------|----------|---------------------|-----------|
| Srl. No. | Line Description | Ship To Location | UOM | Quantity | HSN Code | Location GSTIN | Mandatory |
| TENDER LINES | | | | Mandatory: Yes | | | |
| 1 | 60 KW SOLAR SYSTEM | 11358-PUNE RETAIL RO | Each | 60 | | 27AAACH1 118B1ZC | Yes |
| DESCRIPTION => INSTALLATION, TESTING AND COMMISSIONING OF SOLAR SYSTEMS ABOVE 50 KWP AND UPTO 100 KWP ON BUILDING ROOF TOPS, CAR PARKING AREAS, STRUCTURES, BARREN LAND, ETC. SCOPE SHALL BE AS PER TECHNICAL SPECIFICATIONS. | | | | | | | |
| 2 | INSTLN OF SOLAR SYSTEM | 11358-PUNE RETAIL RO | Each | 60 | | 27AAACH1 118B1ZC | Yes |
| DESCRIPTION => INSTALLATION, TESTING AND COMMISSIONING OF SOLAR SYSTEMS ABOVE 150 KWP AND UP TO 200 KWP ON BUILDING ROOF TOPS, CAR PARKING AREAS, STRUCTURES, BARREN LAND, ETC. SCOPE SHALL BE AS PER TECHNICAL SPECIFICATIONS. | | | | | | | |

**DECL AND ATTACH**

| Sl.No. | Description | Attached File | Set Value | Supporting Doc. Req'd |
|--------|-------------------------|--|-----------|-----------------------|
| 1 | GEN DECL DOC UPL | | - | Allowed |
| 2 | ORGN DATA DOC UPLD | | - | Allowed |
| 3 | DELISTING DECL DOC UPLD | | - | Allowed |
| 4 | SC ST DECL DOC UPLD | | - | Allowed |
| 5 | GEN DECL | GEN DECL TE 21M44.pdf | - | No |
| 6 | ORGN DATA | ORGANISATION DATA.pdf | - | No |
| 7 | DELISTING DECL | DELISTING DECLARATION.pdf | - | No |
| 8 | SC ST DECL | DECL BY SC AND ST.pdf | - | No |
| 9 | BRIEF TO BIDDER PART I | BTB TE 21M44 60 KW SOLAR SYST PART I.pdf | - | No |
| 10 | BRIEF TO BIDDER PART II | BTB TE 21M44 SCOPE OF WORK PART II.pdf | - | No |
| 11 | GEN TERMS AND CONDI | GTC WORKS CONTRACT .pdf | - | No |

DECLARATION GENERAL

WE HEREBY DECLARE THAT APART FROM THE DEVIATIONS, IF ANY MENTIONED IN THE DEVIATION LIST, WE HAVE READ & UNDERSTOOD ALL THE TERMS & CONDITIONS SPECIFICATION GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATION MATERIAL TEST, SCOPE OF JOB & SAFE PRACTICES & CONDITIONS OF THE TENDER NO 21000044-HB-11358 AND THE SAME IS ACCEPTABLE TO US AND WE WILL ABIDE BY THE SAME.

ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER.

| | |
|--|--|
| NAME OF ORGANISATION | |
| TYPE OF ORGANISATION & ENTITY DETAILS | |
| ADDRESS | |
| PAN NO. | |
| CONTACT PERSON | |
| TELEPHONE NUMBERS | |
| FAX NUMBERS | |
| E-MAIL ADDRESS | |
| CELL PHONE NUMBER | |

SEAL, SIGNATURE & NAME OF THE TENDERER

FORM –E

DELISTING DECLARATION

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

Note: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector undertaking, 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.

NOTE: Vendor by uploading this form confirm that they have gone through the Terms & conditions of the tender& have understood the scope of job & accept

**DECLARATION BY SC / ST BIDDERS APPLICABLE UNDER MSME
CLAUSE**

| TO BE FILLED BY SCHEDULE CASTE OR SCHEDULE TRIBE BIDDERS | | |
|---|---|--|
| 1 | NAME OF BIDDER | |
| 2 | WHETHER REGISTERED WITH SC / ST ASSOCIATION : YES / NO | |
| 3 | WHETHER COPY OF SC / ST CERTIFICATE ENCLOSED : YES / NO | |

SEAL, SIGNATURE & NAME OF THE TENDERER

This Tender Enquiry is published for Supply & Installation of 60 KW capacity Solar System at Taje COMCO under Pune RRO

Vendor to quote applicable taxes separately.

Scope of Job:

- Complete installation of the system with civil work.
- Module cleaning system
- CAMC for 5 years
- Net Meter and Generation Meter along with its liasoning
- CEIG approval liasoning

Terms & Conditions:

PENALTY CLAUSE APPLICABLE AS PER DELAY AS PER TERMS & CONDITIONS.

RETENTION MONEY: R.M. @ 3% OF THE BILL VALUE WILL BE RETAINED FOR THE PERIOD OF ONE YEAR FROM THE DATE OF RECEIPT OF THE PAYMENT.

Payment Terms: Payment shall be made by CPC-WZ, 15 days from the receipt of invoice.

60% of the invoice amount shall be released on supply of material. Balance 40% shall be released on completion of installation and commissioning of solar system

Completion Period: Within 7 days.

Job shall be awarded to a single party. Overall L1 party required for the job. Lowest [L-1] offer. Rates shall be quoted inclusive of supply, transportation and installation. No extra payment shall be made.

The capacity required for solar system at Taje is on the basis of available area (Except Canopy). All bidders may visit the site and get themselves satisfied wrt the area available & solar capacity which can be installed on the available area . Later in no dispute will be considered. n available area fesabile for installing solar system.

CAMC for 1-5 years shall be equal to 5% of the total quoted value for line no. 1 and line no. 2. Successful bidder has to enter CAMC agreement for which draft shall be shared. Under CAMC, vendor has to carry out 4 preventive maintenance and 2 breakdown maintenance (included in CAMC). Visit charges for further breakdown maintenance shall be made on prorata basis. CAMC shall be carried out quaterly.

GTC Applicable.

INSTRUCTIONS TO BIDDERS

e-TENDER

This is an e tender and completed tenders in all respect should be submitted on-line at website <https://etender.hpcl.co.in> by the tender due date / time. Bids shall be opened online. No manual submission of tenders shall be permitted. As this is e-tender bidders may witness the opening of tender at all stages of tender processing, by remote log in into the above portal at the comfort of their offices.

For technical and commercial queries, please contact:

Mr Tanmay Chaturvedi

Sr. Manager – Retail Engg

Pune RRO

E-mail:

tanmaychaturvedi@hpcl.in

9819943736

Existing HPCL Vendors:

Please log in at site (<https://etender.hpcl.co.in>) and respond to the tender. Please note that this is an on line tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. For submitting on line response Digital Certificate / Signatures (Class III) shall be mandatory. In case, you are logging in for the first time please ensure to upload your Digital certificate.

The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AS GIVEN IN THE SUBJECT ABOVE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. In case of any difficulty in logging or in case you do not have the BTS password, please send mail to epochelpdesk@mail.hpcl.co.in OR please call us at 022-41146666. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays) Pls. refer to help link after logging in, in case you are new to e-Tender.

Check list for Bidders:

1. Following documents are to be uploaded as a part of Pre-qualification of Bid:

- Supporting documents towards bidder's qualification criteria (work orders, completion certificates, and turnover statements duly notarized)

2. Following documents are to be uploaded as a part of Technical Bid:

- Duly filled, signed and stamped Integrity Pact document also signed by two witnesses. Non submission of this document shall make the bid liable for rejection.
- Duly filled Declaration for non-black listing.
- Duly filled Declaration for relatives in HPCL.
- Duly filled, Deviation template provided in the portal.
- If there are no deviations, then nil deviation radio button shall be selected. Deviations mentioned by the bidders anywhere else in the tender other than in Deviation Template provided in the e-tender portal, shall not be considered. No further correspondence on this shall be entertained at any stage.
- Agreed terms and conditions sheet.
- EMD exemption document like NSIC / MSME registration document.
- Various statutory docs like GST Registration certificate for Indian Bidders.
- EMD-Scanned copy
- Technical Data Sheet

Price Bid (Online) shall contain only the rates. Price bid shall not contain any data, conditions etc. other than the rate. Any conditions, data given in priced bid will be ignored and not considered.

The Bid and all supporting documents submitted and all correspondence whatsoever exchanged by Vendor and HPCL shall be in English language only.

BID EVALUATION CRITERIA:

This tender is floated on a Schedule Wise Basis. Job under each Location (COMCO) comprises a Schedule. The Schedules are not mandatory / compulsory. The participating tenderers are requested to choose the schedule / s which is / are most suitable to them and offer the best competitive rate / s.

Bids will be evaluated on SCHEDULE WISE OVERALL GROSS DELIVERED COST BASIS (i.e. Including GST). Quoted rate shall be inclusive of all components viz. packing charges, loading unloading charges, insurance, Third party Inspection Charges, transportation to site etc if any. Bidder should quote applicable rate of GST as per GOI notification against each line item in the space provided in online bid.

ORDER DISTRIBUTION CRITERIA:

Purchase Orders for 100% of the tendered quantity of the respective schedule of the tender will be awarded to the lowest bidder.

Purchase preference will be applicable for eligible NSIC/MSE Vendors in each of the schedules as per prevailing policy of Government of India. However, in case any eligible MSE/NSIC vendor(s) are becoming natural L1 through Reverse Auction or Price Bid Evaluation in any one or more of the schedules which put together constitutes for 25% of the total tender value, then no further purchase preference will be extended to MSE/NSIC vendors for the remaining schedules.

If the tendered quantity to be bifurcated as above, selection of locations (COMCOs) for Services will be at the sole discretion of HPCL and HPCL decision in this regard shall be final and binding on all bidders.

Technical Bid containing rates shall make the bid liable for rejection for all bidders. HPCL reserves the right to solicit documents/additional documents to verify the eligibility of bidders for Bids qualification during any stage after opening of technical bid. HPCL also reserves the right to seek clarification on taxes(GST)quoted by the bidders and to correct/load appropriate tax rates as required and evaluate bids accordingly. Reverse Auction will be conducted only in case of two or more techno-commercially qualified vendors are available after Techno-Commercial Evaluation of all the bids submitted against this tender. If two or more techno-commercially qualified vendors are not available, price bids will be opened on normal mode and L1 will be finalised. Hence vendors are requested to quote their most competitive price in the online price bid.

Verification of Original Documents:

All the participating bidders shall provide copies of all the necessary documents along with the bid. However, all the bidders or their authorized representatives are required to be present at HPCL Office on the informed dates along with the original documents submitted for Bid Qualification-Financial /Technical and other techno-commercial documents for the verification/clarification by HPCL. Offers of Vendors who fail to submit the Original documents on demand shall be liable for rejection.

Grievance Redressal Mechanism: Details of this grievance redressal mechanism is available on the Corporation's Website- www.hindustanpetroleum.com HINDUSTAN PETROLEUM CORPORATION LIMITED (HPCL) Domestic Competitive Public Bidding Invitation to Bid Document For Selection of CONTRACTOR for Supply of Solar Power thru installation of in house Captive Solar Plants at HPCL Company Owned Retail outlet at Taje , Mumbai Pune EXPRESSWAY under NET Metering Scheme on LSTK Basis under Capex Model with CAMC for the Period of 5 Years.

Notice Inviting Tender

To

Prospective Bidder

Sub: Selection of CONTRACTOR for Supply of Solar Power thru installation of in house Captive Solar Plants at HPCL Company Owned Retail outlet at Taje , Mumbai Pune EXPRESSWAY under NET Metering Scheme on LSTK Basis under Capex Model with CAMC for the Period of 5 Years.

HPCL invites bids from prospective bidders for the subject item under "Single Stage Two Bid System" complete in all respect in-accordance with the following details and enclosed Sections of the Tender Document;

1. Brief Scope of work for Project Selection of CONTRACTOR for Supply of Solar Power through installation of in house Captive Solar Plants at HPCL Company Owned Retail Outlets in Maharashtra under NET Metering Scheme on LSTK Basis under CAPEX Model with CAMC for the Period of 5 Years.

2. Scheme under which plant will be setup Roof Top /Small solar plant under NET METERING scheme of respective states

3. Completion Period Within **90 days** from the date of Letter of Intent (LoI)/Purchase order whichever is earlier.

4. Type/Mode of Tendering

Domestic Limited Tender under Single Stage Two Bid system (Part-I Un-priced Bid and Part -II Priced Bid), through e-procurement portal.

6. Currency of Offer : Indian Rupees

7. Validity of Offer

Offers shall be valid for a period of 120 days from bid closing date or extension, if any.

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Section I: Introduction

Hindustan Petroleum Corporation Limited is a Central Public Sector Undertaking with a Navratna Status, and a Forbes 2000. It had originally been incorporated as a company under the Indian Companies Act 1913. It is listed on the Bombay Stock exchange (BSE) and National Stock Exchange (NSE), India.

HPCL operates 2 Major Oil refinery on West Coast (Mumbai) and east coast (Vizag) and is building a state of the art oil refinery in Pachapadra Barmer, Rajasthan. It also operates the second largest Cross Country Pipeline network of the country and has more than 15000 Retail Outlets across the country. As a part of its sustainable development process, HPCL, now intent to Solarize all the Retail outlets in the entire country. As a first phase, we intent to have Solar PV Power Plant installed in all our Company Owned Company Operated Retail Outlets.

This inquiry is floated to invite competitive bids from domestic bidders to supply solar power thru Installation of Grid Connected Solar PV Plant at HPCL Company Owned Retail Outlets in Maharashtra under NET Metering Scheme on LSTK

Basis under CAPEX Model with CAMC for the Period of 5 Years. It also includes obtaining all required

Approval / Clearance from relevant Nodal agencies in order to integrate the solar Plant with State grid as per concerned State Government Net Metering Policy.

1. Site Details

HPCL intend to install Solar PV Power Plant at the following Company Owned Retail Outlets in Maharashtra. under Net Metering Policy thru CAPEX Model with CAMC for the Period of 5 Years.

| Sr No | RO Name | Address | Carpet Area of Sales Bldg | Carpet Area in SQM of Bldg Block 2 | Carpet Area in SQM of Bldg Block 3 | Avg Monthly Electricity Unit consumed in KWH |
|-------|---------------------|---|---------------------------|------------------------------------|------------------------------------|--|
| 1 | HP Fuel Center Taje | GUT NO. 624/625 VILLAGE TAJE, MUMBAI PUNE EXPRESSWAY, TALUKA MAWAL, 410405 | 146 SQM | 225 SQM | 65.03SQM | 16600 |

Available Shadow free Space:

- 1) Total area in 3 building blocks **436.03 SqMt** at HP FUEL CENTER TAJE

GPS Co-ordinates:

- 1) HP FUEL CENTER TAJE - 18.75003490495359, 73.5174685445277

- 2) Time schedule

The validity (completion Period) of 90 days from the date of issuance of Letter of Intent/ Purchase order (whichever is earlier) to successful bidder. This Completion period includes Commissioning of Project, Project documentation and Start of Energy Generation from the solar plant and injection it into HPCL Connected LT Bus Bar.

2. Validity of Bid

The bids shall be valid for a period of 120 days from date of opening of bids. The tender details including Pre-Bid meeting, EMD, Bid Qualification Criteria etc. can also be viewed at our website <http://www.hindustanpetroleum.com> under tender section: link "Tenders & Contracts". All revisions, clarifications, corrigenda, addenda, time extensions etc., to the Tender will be hosted on www.hindustanpetroleum.com. Bidders should regularly visit this website to keep themselves updated. Bidder is required to take in to account all addenda in his Bid received during the bid period and to confirm/attach the same in the Bid. Bidders to note that the pre-bid queries (if any) are to be submitted online only at site <https://etender.hpcl.co.in>. Queries/clarifications received in any other form are liable to be unanswered.

A written reply from HPCL will be given on the same site (<https://etender.hpcl.co.in>) to all questions or requests for interpretation or clarification made by Bidder, which shall be visible to all the bidders. Addenda to this ITB may be issued at any time prior to the date fixed for receiving the Bids to revise any of the ITB condition.

3. Mode of Bid Submission

- Digitally signed & encrypted online bid only to be submitted.
- On line bid to be mandatorily submitted at website <https://etender.hpcl.co.in>.
- Bid submitted in any other format other than the one put forth in the tender document will not be accepted

4. Bidding Entity

1. Bids may be submitted by:

- a. A single person/ entity (called sole bidder);

b. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;

c. A consortium (including an unincorporated JV) having a maximum of 3 (three) members

d. An Indian arm of a foreign company.

2. Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below, respectively:

a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.

b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort

letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

c. In case the bidder(s) is/are a consortium (including an unincorporated JV), and then the following conditions shall apply:

1. Each member in a consortium may only be a legal entity and not an individual person;

2. the Bid shall specifically identify and describe each member of the consortium;

3. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);

4. One participant member of the consortium shall be identified by the bidder as the "Prime member" and contracting entity for the consortium;

5. This prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;

6. The prime member shall fulfill each eligibility criteria;

7. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.

8. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;

9.No consortium member shall hold less than 25% stake in a consortium;

10.Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;

11. Any person or entity can bid either singly or as a member of only one consortium. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfil each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

e. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

“Affiliate” of a Party shall mean any company or legal entity which:

a. controls either directly or indirectly Party, or

b. which is controlled directly or indirectly by a Party;

c. is directly or indirectly controlled by a company, legal entity or

partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity

7. Payment Terms

The Payment will be made by the concerned locations to the CONTRACTOR within 15 days of receipt of invoice/reimbursement challan from the CONTRACTOR at the respective retail outlets.

1. TDS shall be deducted from each payment as per the Applicable Laws.
2. All payments shall be made by NEFT fund transfer.
3. The CONTRACTOR has to make their own travel arrangement & stay expenses during the entire period of contract and during the O&M Period without any cost to HPCL.
4. All Statutory fees /charges/ levies to the government/regulatory organization for taking approval will be paid by the CONTRACTOR.

The CONTRACTOR accepts full and exclusive liability for the payment of any and all taxes, duties, Octroi, rates and cess, levies and statutory payments payable under all or any of the statutes.

8. Other Conditions :The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of HPCL.

9. The CONTRACTOR should not transfer the solar PV plant asset after commissioning till the completion of 5th year of operation without prior permission of HPCL.

10. General Instructions

1. The bidder is intended to be selected through single stage two bids system (Part-I i.e. Un price bid (Techno-commercial bid including Pre-qualification document) and Part-II i.e. Priced bid, fulfilling the Bid qualifying criteria as mentioned in Section III of this Tender Document.
2. HPCL may at its sole discretion, extend the bid submission due date / time.
3. The bid document shall be properly checked before uploading to ensure that all information/documents required for qualification are included.
4. Intending Bidders are required to carefully go through the instructions included in the bid document and furnish complete information, necessary documents and schedules.
5. The Bidder for the purpose of bidding will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.
6. It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment would be permitted for want of no familiarity of work or work site.
7. Bid proposal preparation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions. All costs towards site visit(s), preparation and submission of bids shall be borne by the Bidders themselves.
8. Bidders are informed that HPCL is neither under any obligation to select any Bidder, nor to give any reason for either qualifying or disqualifying any Bidder. HPCL is also not under any obligation to proceed with the complete project or any part thereof

9. At any time prior to opening of bids, HPCL either on own initiative or in response to clarifications requested by a prospective Bidder, modify the ITB by issuing an amendment through its website.

10. After opening of proposal and till final Selection of successful Bidder(s), no correspondence of any type will be entertained, unless called for by HPCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

11. The Bidder must quote the prices strictly in the manner as indicated in the document, failing which bid is liable to rejection. The rate/cost shall be entered in words as well as in figures. These must not contain any additions, alterations, over writings, cuttings or corrections and any other markings, which leave any room for doubt. In case of difference in figures and words, the amount written in words shall prevail and shall be considered for evaluation.

12. The Bidder must not have been blacklisted/ debarred by any Govt. Department / Quasi Govt. agencies/ Public sector undertaking. The Bidder shall submit a self-certification by an authorized person to this effect.

13. HPCL reserve the right to assess Bidder's capabilities and capacity to execute the work using in-house information and by taking in to account other aspects such as concurrent commitments and past performance.

14. The bidders are requested not to mention any conditions in Price Bid and the conditional price bid shall be liable for rejection.

15. Bidders are advised to submit offers strictly based on the terms and conditions and specifications contained in this Tender document. Bids with any deviation to the bid conditions shall be liable for rejection.

16. A single authorized representative of the Bidder should digitally sign the bid document. Proof for authorization for signing the document to be furnished by the Bidder.

17. Purchase Preference or any other benefits available to any entities/sectors as per directives of Government of India from time to time, shall be considered.

18. HPCL reserves the right to reject any proposal without assigning reasons thereof including following:

At any time, a material misrepresentation is made or uncovered. Or

The Bidder does not respond promptly and exhaustively to requests for supplemental information required for the evaluation of the proposal within the time allowed.

19. Bidder should confirm that they do not have a conflict of interest in providing services for this Scope of Work to HPCL.

20. The Bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the CONTRACTOR from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the contract

documents irrespective of any defect, omissions or errors that may be found in the contract documents. The CONTRACTOR shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, nature and conditions of Site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

21. Bidders are required to furnish all information and documents as called for in this document in English language. Any printed literature furnished by the Bidder may be in another language, provided that this literature is accompanied by an authentic English translation, in which case, for the purpose of interpretation of the document, the English version will govern.

22. Bids uploaded shall contain no interlineations, erasures or overwriting except as necessary to correct the errors made in which case such corrections shall be initialed by person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

23. Bids shall be submitted as per e- tender procedure. Bids received in physical form will not be accepted.

24. e-Bids received after bid closing date and time will be rejected. 25. Any

bid containing false statement or false document will be rejected.

26. Any Bidder, who submits more than one Bid in respect of the Project, shall render the Bids submitted by such Bidder (individually or as a consortium) subject to rejection.

27. If the Bid is not digitally signed as stipulated in the Bid document or does not contain all the information as requested or in the formats specified in Bid, HPCL may reject the Bid as non- responsive

28. Bidders may depute their authorized representative to attend the "Un-priced Bid Opening". The eligible Bidders shall be informed of date & time for opening of their "Price Bid".

29. Any change in bid after the "Due Date & Time of Bid-Submission" of bid is not allowed.

30. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the bid document.

31. Bidder shall treat NIT documents and contents therein as private and confidential.

32. Bidder(CONTRACTOR) shall not, without prior submission of his Bid to HPCL, make use of any document or information provided by HPCL except for purposes of performing the contract

33. Any document supplied to the bidder(CONTRACTOR) in relation to the contract other than the Purchase order itself remain the property of HPCL and shall be returned (in all copies) to HPCL on completion of CONTRACTOR's performance under the Contract if so required by HPCL.

34. Although details presented in this Tender Document have been compiled with all reasonable care, it is Bidder's responsibility to satisfy them that the information/documents are adequate and that there are no conflicts between various documents/stipulations. No dispute or claims will be entertained on this account

35. CONTRACTOR will to allow HPCL to carry out Quality/Audit/Quality surveillance on bidders and our sub-vendor's work with reference to contractual obligations to ensure that the quality management practices/norms as detailed out in the Quality Manual are adhered to. To facilitate this activity, you shall keep HPCL informed all progress of work in this contract on monthly basis.

36. CONTRACTOR will associate/fully witness in each inspection being carried out at their/their sub-vendor's works by our authorized inspection engineer(s).

Section III: Bid Qualification Criteria

Bidder's intending to participate shall fulfil the following qualification criteria;

1. Financial Criteria

Average Annual Financial Turn over during the last three years ending 31st March 2021 should be at least Rupees 1 Crore

2. Technical Criteria

Applicants shall have experience of having successfully carried out & completed similar work in India during the last seven years ending July – 2021 which experience should be any one of the following.

1. Three similar completed works each of Capacity not less than 12 Lacs.

OR

2. Two similar completed works each of Capacity not less than 15 Lacs.

OR

3. One similar completed work of capacity not less than 25 Lacs.

The solar power plant should have been installed with below technical specification as mentioned in the tender. The contractor should submit Manufacture authorization from Inverter manufacture and Module manufacturer. The installer should be a certified / trained installer partner for the manufacturer.

Definition of similar work:

Bidder should have prior experience of having set up and put into operation (thru Single Contract and at One Location Premises) of a roof top/Ground mounted solar power plant including Supply, Installation, Erection, Testing & Commissioning of Ground Mounted/ Rooftop Solar Plant under Net Metering Policy. The bidder should have also handled the Liaison work with State Discom agencies for Net Metering Connection.

The Bidder shall furnish following documentary evidences along with the bid for meeting the Bid Qualification Criteria:

1. Copies of audited annual reports for all these three financial years i.e. FY 2018- 19, FY 2019-20, FY 2020-21 to be submitted with the offered bid document.

2. Copy of Purchase order specifying the completed Scope of work and work completion certificate from Client clearing mentioning the date of Commissioning of plant.

Note:

1. For the document belonging to third party submitted by the bidder, proper authentication, duly certified and attested by Notary should be provided by bidder.

2. Further, an undertaking from the proprietor in case of proprietorship firm, key partners in case of Partnership firm/LLP, MD/CEO in case of company of bidder regarding submission of Genuine documents towards Qualification criteria shall be submitted.

3. Both the above criteria (i.e., Financial and Technical) to be met by bidders to Qualify the bid.

III- Bid Qualification Criteria of this Tender document shall be rejected.

b. Any bid submitted after tender due date shall not be opened for evaluation and shall be rejected without assigning any reason.

c. Non-submission of copies of requisite certificates / documents shall render the bid non- responsive, and shall be liable for rejection.

d. Conditional bids are liable to rejection.

e. The prices should be quoted only in the Price bid format online. Prices should not be quoted anywhere else in the un-priced bid part. Non-compliance of same shall result in the rejection of your bid.

f. Non Submission of any of the Annexures duly filled, stamped and signed and as per the required format as requested in this Tender Document.

Section IV: Bid Rejection Parameter

The following reasons will lead to outright rejection of bids. However, HPCL has sole authority to reject any bid, after evaluation, in case of not meeting any other technocommercial requirement of this tender. No correspondence by any bidder shall be entertained till such time decision in the matter is taken unless otherwise specifically asked for by Owner. The Bid Rejection criteria shall include but not only limited to;

a. Bidder not meeting Financial / Technical qualifying Criteria as mentioned in section

Section V: Bid Evaluation Methodology

Evaluation of both un-priced bids and priced bids shall be done separately.

1. Techno-commercial evaluation of the un-priced bids shall be carried out first. This will be done on the basis of Bid Qualification Criteria, documents furnished by the bidder and completeness & conformity of the bids with respect to the instruction to Bidder & Clause given in Section III – Bid Qualification Criteria of this Tender Document.

2. Price bids of only techno-commercially qualified bidders shall be opened. Evaluation will be carried out for each Retail Outlet Individually. Bidder quoting the least price as per the Price schedule as asked in Tender Form B (Commercial Tender) will be selected for further consideration by HPCL for the each line individually.

Section VI: Scope of work for Supply, Erection and Commissioning

1. Scope of Supply & Work includes all, Finance, design, engineering, manufacture, procurement, supply of equipment, and materials, testing at manufacturers work shop/site, packing and forwarding, supply, unloading at site, associated civil works, services, permits, installation and incidentals, insurance at all stages, erection, testing and commissioning of Grid Connected Solar PV Plant with associated equipment and materials on turnkey basis at HPCL Retail Outlet(s) as mentioned in section I of this Tender Document.

2. The equipment and materials for Grid Interactive Solar PV Power Plant with associated BOS (Typical) shall include but not be limited to the Design, Supply, Erection, and Testing & Commissioning of the following:

a) Solar PV modules including mounting frames, structures, foundation bolts and nuts for holding structures and module inter connection.

b) Array Junction boxes, SMB having fuse boxes. MCBs, Surge Arrestors.

c) Power Conditioning Units (PCU), LT Power Interfacing Panel, DC Distribution board, Metering instrument and protection relays etc.

d) LT Power and Control Cables including end terminations and other required accessories for both AC & DC power.

e) Lightning Protection device, protection /Isolation systems, Earthing system for PV Array, DC power system, Fire extinguishers, danger plates, name boards etc.

f) Solar Meter, Tri-vector Meter (Metering Cubicle) with Main & Check Meter (if required) and replacement of Existing meter as per Concerned State Net Metering Policy prevailing at the time of Plant Commissioning.

g) Transportation of equipment's to Site, Unloading, Loading of all supplied equipment's on Foundations/structures at their respective places.

h) Receipt, unloading, storage, erection, testing and commissioning of all supplied material.

i) Training of executive/technician.

j) Testing, maintenance and condition monitoring equipment.

k) Any other equipment / material required to complete the Solar Power Plant under Net Metering on turnkey Basis.

3. Design of Grid Interactive Solar Power Plant of desired capacity and its associated electrical & mechanical auxiliary systems includes preparation of single line diagrams and installation drawings, electrical lay outs, design memorandum and other relevant drawings and documents required for engineering of all facilities within the fencing to be provided under this contract, are covered under Bidders scope of work.

4. The supplier/manufacturer shall submit the detailed design of the complete solar generating system by using their software to optimize the combination of modules considering the specific location, isolation, nature of load etc.

5. Civil Works of shall be performed with respect to the following but not limited to:

1. Site Clearing of debris (if any).

2. Fixation of foundation bolts and blocks on roof for module mounting Structures

3. All associated civil work in existing Control room,

4. Installation work for AC Distribution Board, DC distribution Board, switchgears in existing control room and interconnection as per approved design by HPCL and as per the Concerned Discom approval for Net Metering.

6. Erection Work shall be performed with respect to the following but not limited to:

1. Clamping of MMS

2. Solar PV Array

3. Power Cables

4. Entire GI cable tray or PVC conduit inside control room building

5. Fabrication, supply & erection of cable trays, support, brackets and accessories in case of site fabrication cable tray.

6. Galvanized steel rigid/flexible conduits and accessories, Hume pipes, ferrules, lugs, glands, terminal blocks, galvanized sheet steel junction boxes, cable fixing clamps, nuts and bolts etc. as required.

7. Any other items not specifically mentioned in the specification but which are required for erection, testing and commissioning and satisfactory operation of the solar power plant are deemed to be included in the scope of the specification unless specifically excluded on turnkey basis.

8. The installer to Design and install module cleaning system for the given solar power plant.
9. Obtaining CEIG clearance (if Required) from EI/authorised officers as per Govt rules and coordination with Discom for erection and commissioning activity related to installation work.
10. The CONTRACTOR shall arrange deployment of manpower and required consumable during commissioning as well as during the required O&M of the Solar Plant.
11. All equipment & item which are not specifically mentioned but are required for completion of work including commissioning, Operation & Maintenance of Solar Photovoltaic Power Plant, in every respect and for safe and efficient operation and guaranteed performance without any extra cost to HPCL.
12. Submission of following documents drawings, datasheets, design and engineering information to HPCL or its authorized representative for information and record in Two copies.
 1. Detailed technical particulars of all the equipment.
 2. Design calculations.
 3. General arrangement an assembly drawing.
 4. Schematic diagram for entire electric system in co-ordination to existing system.
 5. Test report (for type, acceptance, and routine tests) of Main equipment's.
13. All drawings shall be fully corrected to agree with the actual "as built" site conditions and submitted to HPCL after commissioning of the project for record purpose.
14. Establishing a system to maintain an inventory of spare parts and tools, equipment, consumables and supplies for the facility's and operation.
15. Adequate insurance coverage during the construction Period and during O&M of Plant.
16. The installation shall be carried out by an electrical CONTRACTOR holding a valid license as required by the State Government Authorities.
17. The CONTRACTOR shall provide necessary drawings and documents required by statutory authorities and obtain the approval before taking up erection. It shall be the sole responsibility of the CONTRACTOR in obtaining safety certificate / approval from local statutory authorities (if Required).
18. Any modification in the equipment or installation that may be demanded by the inspecting authorities for approving the solar plant for Net Metering shall be carried out by the CONTRACTOR at no additional cost to HPCL.

19. In accordance with the specific installation instruction as per the manufacturers drawings or as directed by HPCL, the CONTRACTOR shall unload, assemble, erect, install test, commission and hand over all electrical equipment included in this contract.

20. Erection materials including all consumables, tools, testing instruments or any other equipment required for successful commissioning shall be arranged by the successful Bidder in a timely manner.

21. Clearing the site after completion of erection as well as regular clearance of unwanted materials from site, returning excess materials supplied by HPCL back to HPCL's stores shall also be included under this scope of work.

22. All equipment and instruments, indoor and outdoor, shall be marked with Numbers and provided with suitable danger boards as per Indian Electricity Rules/code etc before commissioning.

23. The CONTRACTOR shall employ skilled and semi-skilled laborers for erection, testing and commissioning as required. All the electricians, cable jointers, wiremen, welder sand others employed shall posses' valid certificates / license recognized by competent authorities.

24. The CONTRACTOR shall set up his own facilities at site at allocated place to undertake fabrication/assembly jobs etc (if Required).

25. During erection, care is to be taken to see that painting does not peel off at any place for HPCL existing infrastructure and if so, it has to be given a 'Touch-up' after erection by the contract.

26. The CONTRACTOR shall clean and keep clean the work site from time to time for easy access to work site and to ensure safe passage, movement and working. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the CONTRACTOR's cost and risks, whose decision shall be final and binding upon the CONTRACTOR/developer.

27. The CONTRACTOR shall be the custodian of the dismantled materials till the same is handed over to Owner.

28. The CONTRACTOR shall dispose of the unserviceable materials, debris etc. to any area as decided by Owner. The CONTRACTOR shall sort out, clear and stack the recyclable/ serviceable materials obtained from the dismantling/renewal at places and dispose of safely, the hazardous waste. No extra payment shall be paid on this account.

The rates quoted are deemed to be inclusive of all the costs towards all the above activities as well.

29. The CONTRACTOR will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, notified by the Government of India and as revised and amended from time to time.

30. The responsibility of safe custody of materials supplied by CONTRACTOR and works in progress lies with CONTRACTOR/developer till handing over to owner.

31. CONTRACTOR shall follow strictly to the security procedures, rules and regulations laid down by the Owner. CONTRACTOR shall ensure adequate illumination of worksite on a continuous basis to ensure safe working and to avoid pilferage/theft of materials. The rates quoted shall be deemed to be inclusive of this scope and the CONTRACTOR is not eligible for any additional payment in this regard.

32. The CONTRACTOR shall fix/ install construction sign boards of suitable size before/during the execution of work. No additional payment shall be made to the CONTRACTOR/developer on this account.

Note:

1. The bidders are advised to visit the site before designing the plant and offer their bid. The bidders are also required to incorporate all the system required for efficient operation of Grid Connected Solar PV Plant in parallel with Discom supply under Net Metering Scheme. All the Solar Plant components should be capable to meet the operational requirement to meet Net Metering Scheme requirement of Concerned State.

2. Bidder is advised to Quote for the entire job scope keeping in mind that at

1. M/s HP FUEL CENTER TAJE

requires a SOLAR SYSTEM ON NET METERING. The Entire job of design, finance, procurement, erection, commissioning and Liosioning for Net Metering approval is in the scope of CONTRACTOR. Bidder to quote price accordingly.

3. Final selection and extent of roof top area and ground area (If any) will be sole discretion of HPCL and abiding to all. Section VII: Scope of work for Operation and Maintenance

1. The CONTRACTOR shall be responsible for all the required activities for successful Operation and Maintenance of the Rooftop/ground mounted Solar PV system for a period of (5) years from the date of commissioning of the plant.

2. Below mentioned guidelines, shall be followed:

- Cleaning of solar PV modules with water, wet and dry mops : Weekly
- DC String / Array and AC Inverter monitoring: Continuous and computerized.
- AC Energy monitoring: Continuous and computerized.
- Visual Inspection of the plant : Half Yearly
- Functional Checks of Protection Components and Switchgear: Quarterly.
- Spring Clean PV Array and Installation Area: Quarterly.
- Inverter, data acquisition, energy meters and power evacuation checks: Half Yearly.
- Support structure and terrace water-proofing checks: Yearly.
- O&M log sheet shall be provided and maintained.
- The repair/replacement work shall be completed within 48 hours from the time of reporting the fault.
- A half yearly performance report of the plant inclusive of energy generation data shall be provided as per approved format.

Section VIII: Technical Specification of Power Plant

1. Solar PV (SPV) Crystalline Modules

- SPV Mono Perc crystalline modules of 400Wp Watt peak and above to be used in the solar plant and shall be of reputed make. SPV modules shall contain high power mono crystalline silicon solar cells.
- Solar modules offered shall be certified as per IEC 61215 and qualify IEC 61730-Part 2 Requirement for construction & Part-2 –requirements for testing for safety qualification or equivalent IS and IEC61701 amended up to date or equivalent Standard. The bidder should submit the Module Test certificate specifying IEC/MNRE Compliance.
- The module frame shall be made of aluminium or corrosion resistant material that shall be electrically & mechanically compatible with the structural material to be used for mounting the modules.
- Module rating is considered under standard test conditions; however Solar Modules shall be designed to operate and perform under site conditions including high temperature & dusty conditions. For Identification, each PV module shall have RF identification tag.
- Name of the manufacturer of PV module; name and manufacturer of the solar cell; month and year of manufacture; I-V curve, wattage, I_m , V_m , FF for the module; unique serial no & model no; date & year of obtaining IEC PV module qualification certificate are required to be furnished

2. Module Mounting Structure (MMS)

- The MMS meant for mounting the Solar PV modules shall be non-corrosive in nature and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- The module alignment & tilt angle shall be calculated to provide the maximum annual energy output. This shall be decided based on the location of array installation.
- The minimum clearance between the lower edge of the modules from roof top shall be 200 mm minimum for roof top solar plant part.
- For roof top mounted solar plant part CONTRACTOR has to choose type of fixing foundation depending on regional wind speed, slope stability and roof design of building etc.
- The mounting structure shall be suitably designed for mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads along with applicable wind loads to the base properly.
- The array structure shall be so designed that it shall occupy minimum space without sacrificing the output from SPV panels at the same time.

- Nut & bolts, supporting structures including Module Mounting Structures shall have to be adequately protected against all climatic conditions prevailing in the area.
- All fasteners shall be of stainless steel of grade SS 304.
- The Mounting structure shall be grounded properly using maintenance free earthing kit.
- Regarding civil structures, the CONTRACTOR need to take care of the load bearing capacity of the roof (roof mounted solar plant part) and need to arrange suitable structures based on the quality of roof.
- The CONTRACTOR shall specify installation details of the PV modules and the support structures with appropriate diagram and drawings.

3. Lightning & Over Voltage protection

- The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc
- The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.
- The bidder shall ensure adequate lightning and over voltage protection to provide and acceptable degree of protection as per IS for the array yard/Shed.
- The lightning Masts / Conductors shall be made as per applicable Indian Standard/International Standard in order to protect the entire Array Yard/ Shed from Lightning stroke.

4. Earthing Protection

- PV array, DC equipment, Inverter, AC equipment and distribution wiring shall be earthed as per IS: 3043 - 1987.
- Equipment grounding (Earthing) shall connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis and PV panel mounting structures in one long run. The grounding wire should not be switched, fused or interrupted.
- The complete earthing system shall be electrically connected to provide return to earth from all equipment independent of mechanical connection.
- The equipment grounding wire shall be connected to PV power plant.

- A separate grounding electrode shall be installed using earth pit per power plant. Test point shall be provided for each pit.
- Earthing system design should be as per the standard practices.

5. Grid Islanding

- As per net metering policy, to have a safe maintenance of Discom lines and infrastructures and for safety of personnel, there is an important requirement of Grid Islanding as well as disconnection of Solar system from Discom Grid (when under maintenance or shutdown) specially when Solar system integrated / synchronized also with DG set/ Battery.
- In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be un-powered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

6. Inverters

- The Solar Plant should be integrated with latest technology using 400Wp or above Mono Perc Module technology and high yield Inverters/ Micro Inverters to provide per panel monitoring and high yield.
- Inverters should be BIS certified
- EN 50530 (EU) weighted efficiency should be >96.4%
- Compliance: AS 4777.2, RCM, IEC/EN 61000-6-3, IEC/EN 62109-1, IEC/EN 62109-2
- Inverters / Micro Inverters should have a replacement warranty of 10 years
- Should also have DC arc elimination – Maximum DC voltage of the system is less than 100Volts
- Emergency shutdown compliance – System must have capability to complete shutdown (Voltage less than 100volts) within 30 seconds of switching the main panel off
- Environmental category / UV exposure rating of inverter should be IP 67
- Individual Module Monitoring - The system should be able to provide individual module data – Power, Voltage, Current etc via mobile application as well as web browser. This will be advisable for preventive maintenance and maximum generation. The communication should happen via power line communication itself.

7. Balance of System (BoS) Items/ Components

- String / Array combiner boxes, if required, shall incorporate DC string circuit breakers, DC array disconnect switch, lightning and over voltage protectors, any other protection equipment, screw type terminal strips and strain-relief cable glands.
- All DC and AC cables shall be terminated using suitable crimped cable lugs/sockets and screw type terminal strips. No soldered cable termination shall be accepted.
- Only terminal cable joints shall be accepted. No cable joint to join two cable ends shall be accepted. Suitable Ground Fault Detector Interrupter (GFDI) shall be incorporated either with the inverter or with the array combiner box.
- String/Array combiner boxes shall be secured onto walls or metal structures erected separately on the terrace.
- Conduits / concealed cable trays shall be provided for all DC cabling on the Roof top. Conduits / concealed cable trays shall be adequately secured onto the roof top / wall.
- The AC cable type shall be PVC / XLPE insulated, suitably armoured, 1100V grade multi-stranded copper conductor. Appropriate colour coding shall be used.
- For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- The DC and AC cables of adequate electrical voltage and current ratings shall be also rated for 'in conduit wet and outdoor use'.
- The total DC cable losses shall be maximum of 2% of the plant rated DC capacity over the specified ambient temperature range.
- The DC and AC cable size shall be selected to maintain losses within specified limits over the entire lengths of the cables.
- DC cables from array combiner box on the rooftop to DC distribution box in the control room and DC/ AC cabling between inverter and distribution boxes shall be laid inside cable duct where available or secured with conduits/concealed cable trays where duct is not available.
- The DC and AC distribution boxes shall be wall mounted inside control room/open space.
- DC distribution box shall incorporate DC disconnect switch, lightning surge protectors, any other protection equipment, screw type terminal strips and strain-relief cable glands.
- AC distribution box shall incorporate AC circuit breaker, surge voltage protectors, any other protection equipment, plant energy meter, screw type terminal strips and strain relief cable glands.
- All cable conduits shall be GI/HDPE type.
- All cable trays shall be powder coated steel or GI or equivalent.

8. Integration of PV Power with Grid

- LT distribution grid specifications 415V +/- 5%, 50Hz and frequency variation as per IE rules.
- The output of the inverter shall be fed into 415V, 3 phase AC LT grid supplied via LT MCCB.
- The inverter output shall be connected to LT line prior to the LT/DG changeover switch. The mandatory islanding protection provided by inverter shall isolate the Solar PV power plant.
- AC load energy meter shall be installed in the AC distribution box or separately to monitor energy generated by Solar PV power plant.
- The load energy meter operation shall be completely independent of the plant AC energy meter.

9. Civil

- For structural purpose, the panels plus support system that works as a distortion-free integral structural unit.
- The vertical projection area of the longer side of the panels does not exceed $W/100$ in sq m where W is the gross load of the panel assembly in kg (weight of panels, connections, frames, bracings, pedestals, wiring, circuitry etc.).
- PV array shall be installed in the space free from any obstruction and / or shadow.
- PV array shall be installed utilizing maximum space to minimize effects of shadows due to adjacent PV panel rows. The gross weight of the panel assembly should at most 45 kg/sq m (W divided by the plan area).
- Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection ease of installation, replacement, cleaning of panels and electrical maintenance. There is at least 1m clear spacing all around the panel assembly (panel edge to panel edge between assemblies, and panel edge to parapet wall / room on sides).
- The panel assembly should have at least 4 pedestal supports. The minimum spacing between pedestals is 2.0 m c/c in any direction. Each pedestal is made of cement concrete. Each pedestal can transmit at most 200 kg load. The plan dimension of pedestal does not exceed 450mm x 450 mm, and height does not exceed 300mm.
- Ample clearance shall be provided in the layout of the inverter and DC / AC distribution boxes for adequate cooling and ease of maintenance

Section IX: Arbitration Clause

REFER GENERAL TERMS AND CONDITIONS ATTACHED TO THE TENDER

Page _____

Section X: Bid Response Sheet

Annexure-I: Earnest Money Details

I/We confirm having deposited earnest money of Rupees _____ as Detailed here under (Strike off whichever is not applicable).

Demand Draft / Payment Order No dated drawn on -----

----- Bank -----branch attached here to.

OR

Bank Guarantee no. ----- Dated -----

----- From ----- bank -----

----- branch valid up to -----

Yours faithfully

Signature of the Authorized Representative of bidder(s)

(Name and designation of authorized person signing the Contract along with company registered address and contact number)

Note: EMD should be submitted (in original) well before tender due date in sealed envelope (super scribed with tender no. Along with due date and vendor details) in the "Tender Box" with purchase authority at the address mentioned below and a copy shall be uploaded with

the tender Documents.

Address: TO BE ADDED BY PURCHASE

(To be given on Company Letter Head)

Annexure-II: Tender Acceptance Letter

Date:

To,

TENDER ISSUSING AUTHORITY- to be added by

Purchase Sub: Acceptance of Terms & Condit ions of

Tender.

Tender Reference No: _____

Dear Sir,

1. I/ We have downloaded / obtained the t ender document (s) f or the above mentioned 'Tender /Work' from the web site(s) namely: -----
----- as per your advertisement , given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ----- To ----- (including all document s like annexure(s), schedule(s), etc.), which form part of the contract agreement and I /we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document (s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department / Quasi Govt. agencies/ Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect /untrue or found violated, then your

department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money deposit absolutely.

Yours Faithfully

(Signature, Name of the Bidder, with Official Seal)

Note: This declaration should be signed by the Tenderer's representative who is signing the bid.

Annexure-III: List of Enclosure

To,

TENDER ISSUSING AUTHORITY- to be added by

Purchase Ref: Tender No. _____ -

Dear Sir,

We are enclosing the following documents as part of the Technical bid:

- Power of Attorney of the signatory to the Bidding Document
- Audited Annual Report for 2015-16, 2016-17 & 2017-18 showing Turnover or, profit and loss account, net worth etc.
- Copy of Purchase order, work completion certificate, performance certificate as required for similar work for meeting Technical criteria in section Bid Qualification Criteria
- Copy of Tender Documents along with addendum/corrigendum signed in token of confirmation that Tender Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Tender Documents
- EMD (in Original) in the form of DD/ BG in favor of HPCL, as per the format given in Annexure in attached general terms and Conditions of the contract

Signature of Authorized signatory along with rubber stamp

Tender Form A (Technical Tender)

(Unpriced Bid)

| S.No | Description of goods with details of specifications | Bidder Response |
|------|--|-----------------|
| 1 | Supply of Solar Power thru installation of Solar PV Plant at HP FUEL CENTER TAJE | Quoted/Not |

We are bound by Tender form conditions, General Terms & Conditions and Special Terms & Conditions stated in the accompaniment.

(Signature of Bidder with Official rubber stamp)

Note:

1. No rates should be quoted in the Technical Tender (Form 'A')
2. At the point of inter connection with State grid system, the work shall need to be carried out as per the approval of power utility meeting the concerned Government/DISCOM requirement to install Solar Plant under Net Metering and is included in the Quoted price

Tender Form B (Commercial Tender)

Price Bid

Prices have to be quoted "Online" only strictly as per the price schedule (Price Bid) enclosed below.

All Price in Indian National Rupees (INR)

S. no Location QUOTED

PRICE To be Quoted online

(Signature of Bidder with Official rubber stamp)

(SPECIMEN)

a. 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/Engineerin-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/ Engineerin-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/perfrom 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.

SECTION IV - ANNEXURES ANNEXURE a: GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

Procurement Manual HPCL, Mumbai

® 1. 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
 - . Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular Mob only)
5. Drawings
6. Special Conditions of Contract
 - . Technical Specifications
 - . Instructions to Bidders
 - . 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.

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, 1,

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.

. 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, equipment's, 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.

.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.

.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 a 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- inCharge/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 initiated 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.

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

Composite Performance Bank Guarantee (CPBG) valid up to 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: r 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/ Sitein-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.

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 'Constructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.

5.a.10. In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. the contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.

5.a.11. "The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site".

5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be

declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge."

5.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

5.b. COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly. Contractor should prepare detailed fortnightly construction programme for approval by the Engineer-in-Charge within one month of receipt of Letter Of Intent. The work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.

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

5.c. SUBLETTING OF WORK

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

5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms

engaged by the Contractor.

5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may Procurement Manual HPCL, Mumbai

from time to time propose any addition or deletion from any such list and will submit

the proposals in this regard to the Engineer-in-charge/Designated officer-incharge for approval well in advance so as not to impede the progress of work.

Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled “sub-letting of works” and the same action may be taken and the same consequence shall ensue as provided in the clause of “sub- letting of works”.

5.d EXTENSION OF TIME

1) If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).

2) If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned

CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.

) The concerned CGM of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.

4) Grant of any extension of time shall be by means of issuance of a Change Order.

5) In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.

5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.

5.e.2. In case of suspension of entire work, ordered in writing by Engineer-inCharge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

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

5.g. INSPECTION OF WORKS

5.g.1. The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-inCharge/Site-in-Charge every facility and assistance to carry out such inspection.

The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Site-inCharge or his representative to visit the works shall have been given to the

Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose.

Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days' notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

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

5.h. SAMPLES

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

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

5.i. TESTS FOR QUALITY OF WORK

5.i.1. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge / Site-in-Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places.

The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

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

5.i.3. If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the contractor shall be reimbursed

by the Owner. The contractor should file his claim with the owner within 15

(fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

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

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge/Site-in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carry on in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular job. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

5.j.2. If the rates for the additional, altered or substituted work are specified in the contract for similar class of work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

5.j.3. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. In the opinion of the Engineer-in-Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.

5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/

Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

5.j.5. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Site-in-Charge.

5.k. PROVISIONAL ACCEPTANCE

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

5.l. COMPLETION OF WORK AND COMPLETION CERTIFICATE

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

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

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

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of

this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason

whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

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

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

5.n. DEFECT LIABILITY PERIOD

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

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

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or

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

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

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

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

5.o. DAMAGE TO PROPERTY

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

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

® 5.p. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr.

No. 1)

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED

BY THE CONTRACTOR

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

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

reserves the right to make payments directly to such employees or subcontractor of the Contractor and recover the amount in full from the bills of the

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

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

6.b. NOTICE TO LOCAL BODIES

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

6.c. FIRST AID AND INDUSTRIAL INJURIES

6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.

6.c.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.

6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules.

The Mines Act and such other Acts as applicable.

6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.

6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.

6.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfilment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

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

6.e.1. EMPLOYEES STATE INSURANCE ACT

i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any

asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the subcontractor to deduct the employee's contribution as per the first schedule of

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

ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

v. WORKMAN

S COMPENSATION AND

EMPLOYEE S LIABILITY

INSURANCE

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

vi. AUTOMOBILE LIABILITY INSURANCE

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

vii. FIRE INSURANCE

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

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

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

ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till

the expiry of the defects liability period.

iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

v. Contractor shall at his own expense cover all the workmen engaged under him under "Pradhan Mantri SurNsha Bima YoMana (PMSBY)" and submit proof of the same to HPCL.

6.e.. LABOUR AND LABOUR LAWS

i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.

ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.

iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub-contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner,

whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

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

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

vi. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to

do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall

also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

vii. MODEL RULES FOR LABOUR WELFARE

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

6.f. DOCUMENTS CONCERNING WORKS

6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the contractor for the purpose of execution of works

covered in or connected with this contract shall be the property of the Owner and shall not be used by the contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

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

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

. PAYMENT OF

CONTRACTOR S BILLS

7.1. Payments will be made against Running Accounts bills certified by the Owners Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill..

7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-inCharge of the Owner in quadruplicate for certification.

The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-inCharge of the Owner.

7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.

7.4. The final bill shall be submitted by the Contractor within one month of the date of

completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.

The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

7.6 Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

7.a. MEASUREMENT OF WORKS

7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Sitein-Charge. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.

7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

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

7.c. RETENTION MONEY

3% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

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

7.d. STATUTORY LEVIES

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

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

x They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

x The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

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

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

7.d.2. The rates quoted should be inclusive of all taxes. However, wherever a

tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the contractor. The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.) Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

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

7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

d.5 The contractors having their tax residency status outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the treaty relief, if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractor's tax residency status is currently in force.

d.6 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that

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

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.

7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature.

The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.

7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

7.f.1. Steel and Cement may be supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.

7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.

7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.

7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 .g. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 .g. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.

7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.

7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.

7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.

7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.

7.f.10. The contractor shall not remove from the site any cement bags at any time.

7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.

7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and

for temporary works.

7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

. PAYMENT OF CLAIMS AND DAMAGES

8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

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

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

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer- inCharge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been

inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at

the risk and expenses in all respects of the Contractor. The decision of the Engineer-in-Charge/ Site-in-Charge as to any question arising under this clause shall be final and

conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

This project is subject to inspection by various Government agencies of Government of India. The contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary.

Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.

The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub contractor and Contractor shall indemnify and keep indemnified the Owner against all

such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

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

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

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier. The Contractor shall issue a Bank Guarantee

to the Owner in the sum of 10% of the work entrusted in the Contract, from any Scheduled BanN (other than a Co-Operative BanN) acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon. (Please refer to clause 4. Deposits)

12. TERMINATION OF CONTRACT

12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.

12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor

- a) has abandoned the work/Contract.
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
- c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
- d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
- e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
- f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
- g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- h) has become untraceable.
- i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.
- j) has been declared insolvent/bankrupt.
- k) in the event of sudden death of the Contractor.

12.3 The owner on termination of such contract shall have the right to appropriate the

Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100% of the total contract value.

12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

12.6 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or

payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.

12.7 When the contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

§ 1. FORCE MAJEURE

Circumstances leading to force majeure

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

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

‡ Notification of Force Majeure

Contractor shall notify within >10(ten)@ days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in

performing its obligations under the Contract.

‡ Right of either party to terminate

If an event of Force Majeures occurs and its effect continues for a period of 10 (one hundred eighty days) or more in a continuous period of 65 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 0 (thirty) days to the other Party.

‡ Payment in case of termination due to Force Majeures

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

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

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

Time extension for such cases will be worked out appropriately.

14. ARBITRATION

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

14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to

the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be R 40,000/- per case for transportation contracts and R 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid R 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on

completion of arguments and balance on receipt of award by the parties

14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

14.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Mumbai*) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Mumbai*) and conducted in English language.

14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

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

15. GENERAL

15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-inCharge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.

15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.

15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-inCharge.

15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work

and at his own expense shall make good any damages arising from any of these causes.

15.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.

15.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.

16. Integrity Pact : Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is ` 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.

® 1. The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.

ADDITIONAL NOTE TO BIDDERS ON GST

1) PRICE BID:

a) Price-bid format: Bidders are advised to ensure that the Price Bid is quoted and uploaded in the eprocurement system. Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any.

b) Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno Commercial bid, failing

which the bid is liable to be rejected.

2) TAXES & DUTIES:

a) Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates separately in the space provided for the same.

b) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST,

SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.

c) The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing

of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.

In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any non-compliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

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

d) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.

e) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.

f) GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.

g) Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids). If the actual rate of GST as per GOI notification for the item tendered is different from the rate quoted by bidder(i.e the actual rate of GST is more than quoted by bidder), HPCL will pay the actual tax as per GOI notification by reducing the equivalent amount of differential GST in basic rate of supply/service quoted by bidder.

h) Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.

i) New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.

j) In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

3) ROAD PERMIT/WAY BILL CLAUSE

a) Suppliers/Contractors shall arrange Road Permits/Waybills by themselves and comply with the statutory laws of the concerned state.

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

4) ANTI-PROFITEERING CLAUSE

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

5) EVALUATION OF BIDS: Evaluation will be done inclusive of all taxes OR exclusive of taxes as detailed in the tender document. Registered Vendors: The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid. Unregistered vendors: The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

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

For this purpose vendor should give status whether Registered, Unregistered or Composition Scheme. In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the vendor.

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

6) GSTIN Number

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

Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations. In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

BANK GUARANTEE FORMATS

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Hindustan Petroleum Corporation Limited. Central Procurement Organization

(Bank Guarantee Formats- EMD BG FORMAT- Page 1 to 2 PERFORMANCE BG FORMAT- Page-3 to4)

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial stamp paper of appropriate value)

TO: Hindustan Petroleum Corporation Limited, Central Procurement Organization (Mktg)

CPO Marketing, Marathon Futurex Building, Lower Parel , Mumbai.

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

Rs..... (Rupees only).

1. 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 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 defenses 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.

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

.....
.....
.....

Hindustan Petroleum Corporation Limited. Central Procurement Organization

(Bank Guarantee Formats- EMD BG FORMAT- Page 1 to 2 PERFORMANCE BG FORMAT- Page-3 to4)

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

ForBank

(by its constituted attorney)

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

Hindustan Petroleum Corporation Limited. Central Procurement Organization

(Bank Guarantee Formats- EMD BG FORMAT- Page 1 to 2 PERFORMANCE BG FORMAT- Page-3 to4)

COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND 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 Messers 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"; up to a sum of

Rs.....(Rupees) amounting to 10% of the total order value and "the

Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for security deposit and performance guarantee.

1. 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 nonperformance 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.

Hindustan Petroleum Corporation Limited. Central Procurement Organization

(Bank Guarantee Formats- EMD BG FORMAT- Page 1 to 2 PERFORMANCE BG FORMAT- Page-3 to4)

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 security deposit and performance guarantee @ 10% valid till the end of the defects liability period as per

the terms of the P.O. No. _____ dated _____ fully valid in all respects unto a further claim 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 Rs.

ii. This Bank Guarantee shall be valid up to _____ including claim period of 3 months; 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 authorized to sign on behalf of "the Bank").

Bidder & Organization Details

Name of Bidder

Vendor Code

Type of Organisation

& Entity

Details

Status (Prop/HUF/Partnership/Ltd Co)

NAME OF Proprietor/Partners/Directors)

Office Address with Pin Code & Telephone Number

Factory Address with Pin Code & Telephone Number E

Mail ID and address

Name of Contact Person & Contact Number

(Landline/Mobile)

PAN NUMBER (copy to be uploaded)

Whether registered Under NSIC/MSME

(certificates to be uploaded)

If NSIC - Certificate No. &

validity If MSE - Certificate No. &

validity

Whether SC/ST under MSME (Certificate

attached Yes/No)

GSTIN number/numbers

GST Details

Whether Composition dealer under GST Act or not. If

NO , provide following details: i,ii.

i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof.

ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof

Bidders shall fill up the above data and mandatorily upload along with technical bid.

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

DECLARATION ON GST

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

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under: -

i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

ii. In case of rejection of ITC by the concerned Tax Authority, for non- filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

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

- a) any of our Bank Guarantee executed in your favour, if any,
- b) Retention / Security Deposit paid for any of your work, if any or
- c) Other unpaid invoices, if any raised by us on Hindustan Petroleum Corporation Limited

Place: Signature

Name:

Date: Designation:

Seal.

ADVICE FROM SUPPLIER/VENDOR/CONTRACTOR FOR E-
PAYMENT (ON LETTER HEAD)

To: M/s Hindustan Petroleum Corporation Limited, Mumbai-400 020.

Dear Sirs,

The following is a confirmation/updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that HPCL also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. SUPPLIER / CONTRACTOR DETAILS

1. Supplier / Contractor Name :
2. Supplier / Contractor Code :
3. Address (Incl. PIN code) :
4. Controlling Office Name/SBU :
5. P.A.No.(photocopy to be enclosed) :
6. E-mail ID :

B. PARTICULARS OF BANK ACCOUNT

1. Bank Name :
2. Branch Name /branch code :
3. Branch Address (incl. Pin code) :
4. 9 Digit MICR No. of Bank and Branch :
5. Account Type (Savings/Cash credit/Current) ::
6. Account Number (as appearing on cheque) :
7. IFSC Code of the Branch (For RTGS) :

8. IFSC Code of the Branch (For NEFT) :

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Ltd.responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD. Name & Signature of supplier / contractor/Authorized Signatory

Date: Official Seal

Note: 1. Bank details (B 1 to 8) to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bank's authorized representative.

2. Please enclose cancelled / photocopy of a cheque.

Name, Seal & Signature of the Bank's authorized representative.

DECLARATION FOR NON BLACK LISTING

(To be submitted along with un-priced bid)

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.

Signature of bidder & Seal

DECLARATION FOR RELATIVES

The tenderer is required to state whether he/she is a relative of any director of HPCL or the tenderer is a firm in which director of HPCL or his relative is a partner of is any other partner of such firm or alternatively the tenderer is a private company in which director of HPCL is a member or director (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing of the above

declaration and the employee so appointed happens to be relative of the officer of HPCL/Central/State government,

the tenderer should submit another declaration furnishing the names of such employees who is /are related to the

officer/s of HPCL/Central/State Government.

Date: Signature-----

Name of person signing

Tenderer's Name & address with seal

List of Relatives: A person shall be deemed to be a relative of another, if any and only if, He/She/They are members of Hindu undivided family or He/ she/ they are husband and wife or The one is related to the other in the manner indicated below:

Father

Mother (including step mother)

Son (including step son)

Son's wife

Daughter (including step daughter)

Father's father

Mother's mother

Mother's mother

Mother's father

Son's son

Son's son's wife

Son's daughter

Son's daughter's husband

Daughter's husband

Daughter's son

Daughter's son's wife

Daughter's daughter

Daughter's daughter's husband

Brother (including step brother)

2 BID QUALIFICATION FINANCIAL CRITERIA: Biddeer should meet BQC Financial crietria of average annual turn over as per Tender Document. Please mention your firms Average Annaul Financial Turnover for last three Financial Years as mentioned in tender document here.

- Mandatory

3 BID QUALIFICATION-TECHNICAL CRITERIA: Biddeer should meet BQC Technical criteria of carrying out similar work as per tender document. Vendor to specify here reference purchase order details viz. P.O No, P.O value P.O company details etc by which they meet PQC-Technical

- Mandatory

4 Technical : A. Acceptance of technical specifications and scope of supply as per tender enquiry.

B. In case of deviation, confirm that the same has been highlighted separately. 5

Firm Prices:

Confirm quoted prices will remain FIRM and Fixed till complete execution of the order. 6

Delivery Period

Confirm acceptance of delivery period as indicated in the tender documents 7

Delayed Delivery or Price Reduction:

Confirm your acceptance for delayed delivery clause as per the attached Terms and

Conditions.

8 PAYMENT TERMS:

Confirm acceptance of tender payment terms 9

Validity:

Confirm that your offer is valid for 120 Days from due date or extended due date of the tender.

10 Terms and condition:

Confirm acceptance of attached instructions to Bidders and Terms and conditions. In case of deviations, confirm that clause wise comments have been indicated.

11 Indicate whether you are a Govt. Of India undertaking.

12 Please mention whether the firm is registered with NSIC or District Industries center as MSE (Micro and Small Industries) copy of registration to be uploaded.

NSIC Registration Certificate shall be valid as on tender due date / extended due date.

Please mention NSIC/MSE registration number and validity

13 In case registered with NSIC / MSE, please confirm whether the quoted item is included in the registration certificate. Please also provide the value limit given in NSIC certificate.

14 If you are a proprietary concern with valid NSIC/MSE certificate , kindly mention if proprietor is SC/ST. if yes, upload proof of the same.

15 In case registered with MSE, please confirm whether the MSE is owned by women entrepreneur.

16 In case of delay in Delivery due to reasons attributable to Bidder, please confirm that any new or additional taxes and duties imposed after contractual delivery dates shall be to Bidder's account.

17 Confirm acceptance of ARBITRATION clause.

18 Confirm acceptance of Scope of Job as per Tender document 19

Pls. upload Organisation Data as per format given in Tender 20 Pls.

upload GST Declaration as per format given in Tender

21 Upload duly signed stamped INTEGRITY PACT as per the format given in tender. Document shall be duly signed by authorised person on all the pages with two witness on the last page of Integrity Pact.

22 For Payment purpose Confirm acceptance of e-payments. Fill & upload e-Mandate form accordingly.

23 Please upload copy of your PAN card .

24 Pls. mention GSTIN Number applicable for this tender and upload your GSTIN

Registration Details

25 Upload duly filled Technical specifications sheet with your comments/confirmation - 26

Upload duly filled , signed, stamped declaration regarding Relatives in HPCL in the format provided in Tender

27 Upload duly filled , signed, stamped declaration on non-Blacklisting by any govt/Semi govt/PSU in the format provided in Tender

28 Please confirm that you have read all the corrigenda issued upto final extended due date of Tender and quoted your rates considering all contents of all the published corrigenda

29 Confirm willingness to participate in Reverse Auction for this tender. Bid submitted with Non acceptance for participation in Reverse Auction are liable for rejection.

30 Name of Contact Person

31 Contact No.

32 Any other documents

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.

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.
- 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 confirming 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 up to 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 reserves 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, equipment's, labour, power, Administration charges, price escalations, profits, etc. 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. 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, octroi, statutory levies, if any, etc. 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 initialled 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 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-revocable 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. 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 up to ₹ 50,000/- and in the form of Demand draft / Bank guarantee beyond ₹ 50,000/-.

Composite Performance Bank Guarantee (CPBG) for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money); such CPBG shall be valid up to 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.

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.

5.a.SETTING OUT OF WORKS AND SITE INSTRUCTIONS

- 5.a.1. The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

- 5.a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
- 5.a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.
- 5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.
- 5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.
- 5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.
- 5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.

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

5.b. COMMENCEMENT OF WORK

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

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

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

5.c. SUBLETTING OF WORK

- 5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.
- 5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms engaged by the Contractor.

5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub-letting of works".

5.d EXTENSION OF TIME

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

5.e SUSPENSION OF WORKS

5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for

that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.

5.e.2. In case of suspension of entire work, ordered in writing by Engineer-in-Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

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

5.g. INSPECTION OF WORKS

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

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

5.h. SAMPLES

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

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

5.i. TESTS FOR QUALITY OF WORK

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

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

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

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

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carryout such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge/Site- in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carryon in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular job.

The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

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

5.k. PROVISIONAL ACCEPTANCE

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

5.l. COMPLETION OF WORK AND COMPLETION CERTIFICATE

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

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

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

- 5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.
- 5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.
- 5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.
- 5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.n. DEFECT LIABILITY PERIOD

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

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

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job. In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

5.o. DAMAGE TO PROPERTY

- 5.o.1. Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.
- 5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

- 6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- 6.a.2. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub-contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or subcontractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub-contractor.
- 6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

6.b. NOTICE TO LOCAL BODIES

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

6.c. FIRST AID AND INDUSTRIAL INJURIES

- 6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.

6.c.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.

6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules. The Mines Act and such other Acts as applicable.

6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.

6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.

6.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfilment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

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

6.e.1. EMPLOYEES STATE INSURANCE ACT

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political subdivision thereof.
- ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time. The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.
- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.
- v. **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**
Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and

Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vi. **AUTOMOBILE LIABILITY INSURANCE**

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

vii. **FIRE INSURANCE**

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

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

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.
- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

6.e.3. LABOUR AND LABOUR LAWS

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries

to or death of a person employed by the contractor or damages or alleged damages to the property.

- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub-contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.
- iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.
- v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.
- vi. IMPLEMENTATION OF APPRENTICES ACT, 1961
The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
- vii. MODEL RULES FOR LABOUR WELFARE
The Contractor shall at his own expenses comply with or cause be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

6.f. DOCUMENTS CONCERNING WORKS

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

contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

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

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

7. PAYMENT OF CONTRACTOR'S BILLS

7.1. Payments will be made against Running Accounts bills certified by the Owner's\ Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill..

7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.

7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc.etc. in the final bill.

7.4. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

7.6 Wherever possible, payment shall be tendered to the contractor in electronic mode (epayment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

7.a. MEASUREMENT OF WORKS

7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.

7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

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

7.c. RETENTION MONEY

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor. Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

7.d. STATUTORY LEVIES

- 7.d.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to HPCL's account, so long as : They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable. All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.
- 7.d.2. The rates quoted should be inclusive of all rates, cess, taxes and sales tax on works contracts wherever applicable. However, wherever the sales tax on works contract is applicable and is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of sales tax on works contract will be furnished to the contractor.
- 7.d.3. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- 7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.d.5 The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to

deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.

7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.

7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

7.f.1. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.

7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.

7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.

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

8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

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

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

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer-in-Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner.

On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in- Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

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

9. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

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

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

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

12. TERMINATION OF CONTRACT

- 12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.
- 12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor
- a) has abandoned the work/Contract.
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
 - d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
 - e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
 - f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
 - g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
 - h) has become untraceable.
 - i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.
 - j) has been declared insolvent/bankrupt.
 - k) in the event of sudden death of the Contractor.
- 12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

- 12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.
- 12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in-Charge/ Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.
- 12.6 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.
- 12.7 When the contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

13. FORCE MAJEURE

- 13.1. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-Charge/Site-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Once decision of the Owner arrived at after consultation with the Contractor, shall

be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the job within such extended period of time.

- 13.2. If Contractor is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then Contractor shall notify Owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

14. ARBITRATION

- 14.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- 14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- 14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

- 14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be ₹ 40,000/- per case for transportation contracts and ₹ 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid ₹ 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties 14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.10 The Contract shall be governed by and construed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Mumbai*) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Mumbai*) and conducted in English language.
- 14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited. (Note:- * = While printing the GTCs, each Procurement Authorities at various location, may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

15. GENERAL

- 15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.

- 15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
- 15.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.
- 15.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
16. **Integrity Pact** : Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is Rs. 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.