

Tender No. : 16000138-HD-11577



Tender Published On : 02-Jan-2017 10:03

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Technical Manpower Services	
Description	Providing Technical manpower services in HPCL Pipeline locations	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Item Wise	
Tender Due Date & Time	01-Feb-2017 15:00	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	02-Jan-2017 11:00	
Queries End Date & Time	07-Jan-2017 17:00	
Un Priced Bid Open Date & Time	01-Feb-2017 16:00	
Purchase Deptt.	PURCHASE DEPT- MPPL	
Fax No.	2225072	
Office Address	HINDUSATN PETROLEUM CORPORATION LTD ,FUELS REFINERY , B D PATIL MARG ,MAHUL ,MUMBAI ,400074 ,MH ,	
TF/EMD Drop Box Address	DGM, MUMBAI PUNE SOLAPUR PIPELINE, HP FUELS REFINERY, B D PATIL MARG, MAHUL, CHEMBUR, MUMBAI- 400074	
Tender Description	Digitally signed and encrypted bids are invited under two bid system from eligible Indian Bidders for providing Technical manpower services at various pipeline locations of HPCL as per the scope of job, specifications and terms and conditions enclosed with this tender enquiry.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	1500000.0

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 120 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, bidâ€™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.

HPCL 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.



**HINDUSTAN PETROLEUM
CORPORATION LIMITED**
(A Government of India Enterprise)



MUMBAI PUNE SOLAPUR PIPELINE, HPCL, Mumbai Refinery, B. D. Patil Marg, Chembur, Mumbai, Maharashtra, PIN: 400074, Phone: 022-25072716/25072704 Registered Office: 17, Jamshedji Tata Road, Mumbai; CIN: L23201MH1952GOI008858

PUBLIC NOTICE INVITING E-TENDER

Digitally signed & sealed (encrypted) e-tenders (online bid only to be submitted at site <https://etender.hpcl.co.in>) are invited under two bid system from eligible Indian Bidders for **PROVIDING TECHNICAL MANPOWER SERVICES ON TEMPORARY BASIS IN VARIOUS PIPELINE LOCATIONS OF HPCL. TENDER NUMBER: 16000138-HD-11577**, Tender Submission due date: **01/02/2017, 15:00 Hrs. Online Unpriced Bid opening: 01/02/2017, 16:00 Hrs.** The tender documents and details including EMD, BID QUALIFICATION CRITERIA, **Pre-Bid Meeting on 10/01/2017 at 11:00 hrs etc.**, for the above e-tender can be viewed and downloaded from our website <https://etender.hpcl.co.in> and also www.hindustanpetroleum.com under tender section: link "Tenders & Contracts" All revisions, clarifications, corrigenda, addenda, time extensions etc., to the tender will be hosted on the above mentioned websites only. **Bidders should regularly visit these websites to keep themselves updated.** Deputy General Manager- MPSPL



Reverse Auction – Terms & Conditions and Procedure

HPCL proposes to conduct Reverse auction for the items or schedules or on overall basis as specified in the tender. Please go through the Terms & Conditions and Procedure given below and submit your acceptance to the same by signing and uploading this document along with unpriced bid.

Terms & Conditions

1. HPCL reserves the right to carryout ‘Online Reverse Auction’ with techno-commercially accepted bidders for determining the lowest bidder for the requirements mentioned in this tender enquiry. *Reverse auction shall be conducted only when there are **at least two or more “Techno-commercially” accepted vendors at Technical evaluation stage.***
2. Online reverse auction shall be conducted by HPCL on a specified date and time. The vendors shall be participating in the reverse auction from their own offices / place of their choice. Internet connectivity shall have to be ensured by the bidders themselves. *HPCL shall not be held responsible for local issues, such as loss of connectivity, Internet discontinuity, and discrepancy in browser which may result in non-display of latest bid in client PC.*
3. In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL’s end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. *No such request shall be entertained beyond **one hour of the RA closing time.*** To provide equal opportunity, HPCL may decide to **extend the Reverse auction** at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.
4. HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
5. HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
6. In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall



commence from the last **saved decrement value** and shall be open for period of **original duration** from commencement.

7. Bidders have to confirm their willingness to participate in 'Online Reverse Auction' during their bid submission by ensuring compliance to the Terms & Conditions and Procedure specified herewith. Please note that non acceptance to participate in the Reverse Auction process will lead to rejection of the bid without any further evaluation.
8. HPCL will pre-decide the commercial loading, if any, on the basis of the taxes & duties quoted by the bidder, and loading on account of commercial deviations, if any. The loading factors shall be displayed in the portal prior to the date scheduled for Reverse Auction Event.
9. Bidders are requested to understand the impact of loading factors applied on their bids at the earliest, on getting intimation regarding same. In case of any objection to the applied loading factor same shall be brought to the notice of Purchase officer immediately. No further communication on this ground will be entertained after publishing of Reverse auction.
10. As part of Reverse Auction process, the Start Bid price(Benchmark) shall be specified by HPCL on Reverse Auction Portal, which shall be the lowest of the **price bids**, as submitted by the bidders on the e-procurement portal i.e. 'Bids opened for RA event' and HPCL's in-house **estimate**. **Please note that such priced bid opening shall be system driven and therefore bidder's identity vis-à-vis quoted price shall be confidential.**
11. In case of overall evaluation tenders or schedule wise evaluation tender, the Reverse auction shall be conducted on the bottom line, net delivered cost.
12. In case of tenders, which are evaluated on Schedule wise or Overall L1 basis, the individual item rates will **get reduced on pro-rated basis** as the decrements are effected during reverse auction event.
13. During the Reverse auction event, the **taxes** which are quoted in percentage basis will get **reduced proportionately** as the RA progresses. However, **Extras** like Loading charges/packing charges/TPI which are quoted in per unit basis (amount terms) **remains constant** as the decrements are effected.
14. Vendors shall ensure to quote the **statutory taxes only in percentage basis** and not in amount terms. In case of non-compliance to this clause, bids shall be liable for rejection.



15. System shall allow to conduct Reverse Auction on **multi-currency tender**/bidding. The exchange rate for converting the INR value to originally quoted currency (USD, EUR, GBP, JPY only) shall be the one which was prevailing on the **date of unpriced bid opening** in line with tender condition. In such cases the basic reverse Auction shall be carried out in INR currency only. However bidders having submitted bids in any of the four currencies – USD, EUR, GBP, JPY shall be able to view the basic rates (*in **original currency** basis conversion on the date of unpriced bid opening*) corresponding to contemplated decrement in the “**show**” screen. (*Vendors may first check impact of decrement on item rates in original currency before submission of decrement during RA*).
16. Reverse auction shall be held for a period of 60 minutes and shall be automatically extended by a further period of 5 minutes in case of receipt of any bid during the last 5 minutes of the auction period. This process shall continue until no bids are received in the last 5 minutes of the auction. Hence it may be noted that the reverse auction may continue beyond a period of 60 minutes. Thereafter reverse auction shall get automatically closed. This shall be an automated process.
17. Order may be placed on the lowest bidder, emerging out of the reverse auction process and HPCL’s decision on award of contract shall be final and binding on all the bidders.
18. HPCL reserves the right to further rationalize the prices with lowest bidder for reducing the price at any time before ordering.
19. HPCL reserves the right to cancel the reverse auction after event is scheduled but before actual event taking place or after the reverse auction has completed in case of failure or any other reason. The reasons for cancellation shall be conveyed to all vendors.
20. In cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor and wherein Reverse Auction was also part of tender, reasons for cancellation shall be conveyed to the L1 vendor.
21. During Reverse Auction Process, if no bids are received within the scheduled/rescheduled date & specified time of the reverse auction, HPCL at its discretion can scrap the reverse auction and proceed with the opening of the Electronic priced bids submitted by the bidders. In such case HPCL shall display the bidder’s identity and original rates.
22. The bid on the Reverse Auction Portal will be taken as an offer to sell. Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to sell the material/services at the final bid price, and as per the specifications mentioned in the tender. Should the bidder back out and not make the supplies as per the rates quoted or in case the material



- supplied/services is not as per specifications mentioned in the tender, HPCL shall take appropriate action as per the terms & conditions mentioned in the tender.
23. At the end of the Reverse Auction, HPCL will decide the successful bidder, basis the evaluation criteria specified in the tender. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
 24. HPCL shall not have any liability to bidders for any interruption or delay in access to the reverse auction portal irrespective of the cause.
 25. The **participation of vendors in the tendering process** shall be construed as acceptance to the terms & conditions and procedure for the **reverse auction**. This compliance also shall be deemed as participation in Reverse auction.
 26. In case a bidder agrees for reverse auction in the un-priced bid but withdraws acceptance any time after tender due date & time, the EMD of such bidder may be forfeited along with rejection of offer at the sole discretion of HPCL.
 27. Once Auction is started, no communication from vendor shall be entertained unless it is of the nature of any serious issue in the Reverse Auction portal.
 28. The yellow color back ground on RA page of the portal indicates that the due date and time of respective Reverse Auction is over. RA shall be concluded after standby period is over and auto generated mail is received by vendor.
 29. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 30. The Bidder shall not divulge either his Bids or any other exclusive details of HPCL to any other party.
 31. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
 32. HPCL can decide to extend, reschedule or cancel any Auction. If any changes are made by HPCL after the first posting and the Bidder continues to access the site after the changes, it shall be presumed that the bidder has accepted the changes.
 33. HPCL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



Reverse Auction Procedure

1. In case HPCL decides to conduct Reverse Auction, the qualified bidders would be communicated on the same thru E-mails about the date and time of the Reverse Auction event. The Reverse auction event shall be conducted in the HPCL e-tender portal under link "Reverse auction".
2. Reverse Auction shall be available to Bidder only after two factor authentication. Initially vendor will login to the site etender.hpcl.co.in with his Login Id and password. Thereafter they shall click on the "Reverse auction" link in the portal to view/participate in ongoing/upcoming reverse auctions.
3. Brief procedure to participate in RA:
 - I. Bidders may click on "Reverse Auction", followed by click on 'password' and Download the encrypted password.
 - II. Save the downloaded password and open Signing Utility, Select action as "Decrypt Reverse Auction Password".
 - III. Browse the downloaded file. Select appropriate certificate and click on Decrypt Password. Copy the password and paste in "Password" field and click on Reverse Auction.
4. HPCL will display Start Bid price i.e., **Bench Mark** price (which shall be the lowest of the price bids submitted by the bidders on the e-procurement portal i.e. 'Bids opened for RA event' and HPCL's in-house estimate), which shall be visible to all the vendors at the start of the Reverse Auction.
5. Identity of bidders never gets disclosed to anyone, during reverse auction process
6. HPCL shall specify the minimum amount/percentage by which the bidders can reduce their bids at a time on the Reverse Auction Portal. This amount is referred as the 'bid decrement factor' and shall be specified by HPCL.
7. Bidders shall start bidding from this Bench Mark Price. The bidder can bid lower than the prevailing Lowest Bid at any time during the event by one decrement or multiples of the Bid decrement.
8. In case the "SUBMIT QUOTE" button is not enabled after a few seconds of clicking, vendors are urged to **Re-Login** to the page for viewing the latest **leading bid** and submit fresh quotes. *The process takes less than a few seconds.*



9. The bidder shall be able to view the following values on his screen along with the other necessary fields in the Reverse Auction:

- Item-wise Leading Bid in the Auction (Delivered Cost)
- Bid Placed by bidder (Delivered Cost)
- Bid value contemplated by bidder before submission(Delivered Cost)

33.9.1. Bidder can reduce his bid repeatedly during the auction period

10. Bidders shall be provided information on item wise pro-rated reduction in the rates, for guidance.

11. The **confirmed bid** submitted by vendor during the RA process shall always reflect in the “**Previous Bid**” field only (red font). The field “**Current bid**” shall display the contemplated bid value and “**Leading Bid**” shall show the current lowest bid value as submitted by any of the vendors.

12. The Closing Price(s) offered by the bidders at the conclusion of the Reverse Auction shall be valid for a minimum period of 30 days or as mentioned in tender, from the date of conclusion of the Reverse Auction.

13. After the Reverse auction is over successfully and closed by purchase officer, vendor can witness the lowest rate submitted by other vendors in “Witness bid opening” link.

14. In case of Item-wise evaluation tenders, any or all items may undergo Reverse Auction separately at the discretion of HPCL.

15. In case of Schedule-wise evaluation tenders, any or all schedules may undergo Reverse Auction separately at the discretion of HPCL.

16. In case of **SOR type tenders**, where vendor has quoted a single percentage plus or minus against the offered rate, the decrement shall be applicable on the **bench mark value on base of 100** (i.e. it could be 107 in case of plus 7% or 94 in case of minus 6 percent). This value shall be delivered cost i.e. inclusive of taxes and loading factor.

17. HPCL reserves right to conduct single reverse auction for multiple items with separate decrement option.

18. Vendor shall have option to participate in multiple reverse auction if it is scheduled at the same time.



HINDUSTAN PETROLEUM CORPORATION LIMITED

19. Successful vendor shall be required to submit the final prices digitally signed and uploaded as token of acceptance without any new condition other than those already agreed to before start of auction.

20. Vendors may seek telephonic guidance before or during the Reverse auction process from Helpdesk support at **022-4114666**, between **8.00 AM to 8.00 PM** on any working day, except Sundays and Public holiday.



Line Details Of Tender				
Srl. No.	Line Description	UOM	Quantity	Mandatory
PRICE BID SCHEDULE			Manadatory: No	
1	Engineer Salary - MPSPL	Man Month	600	No
DESCRIPTION => Providing services of graduate engineers at various locations of HPCL as per the tender scope of job and Terms and Conditions, complying with the minimum payment of Rs 24900 per engineer per month.				
2	Engineer Salary - VVSPL	Man Month	288	No
DESCRIPTION => Providing services of graduate engineers at various locations of HPCL as per the tender scope of job and Terms and Conditions, complying with the minimum payment of Rs 24900 per engineer per month.				
3	Engineer Salary - MDPL/RKPL	Man Month	1368	No
DESCRIPTION => Providing services of graduate engineers at various locations of HPCL as per the tender scope of job and Terms and Conditions, complying with the minimum payment of Rs 24900 per engineer per month.				

**TENDER DOCUMENTS**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Tender Terms and conditions	Tech manpower TC.pdf	-	No
2	Integrity pact agreement	IP Agreement.pdf	-	No
3	GTC of works contract	GTC of works contract Latest.pdf	-	No
4	Formats of Bank Guarantees	BG Formats.pdf	-	No
5	Tips on bid submission	Tips for successful bid submission.pdf	-	No

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline



INVITING TENDERS/QUOTATIONS FOR

Providing Technical Manpower on Temporary Basis

Nos. of Field Engineers required	94 Nos.
----------------------------------	---------

Duration of this contract shall be one year w.e.f. 01/04/2017 or as advised by HPCL with the option to extend for one more year at the same rate, terms and conditions at the sole discretion of the Corporation.

EMD Amount: Rs 15,00,000/- (Rs. Fifteen Lakhs only)

"Tenders received without Earnest Money Deposit will be rejected."

Tender No: 16000138-HD-11577

Last date for submission of Bids: 01/02/2017 up to 1500 Hrs.

Technical Bids Opening from: 01/02/2017, 1600 Hrs.

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

List of Enclosures

Kindly ensure all documents are properly read, understood and agreed as per Instructions in the Bid documents and to upload the documents after mentioning the details at the specified places in the e-tender:

DO NOT QUOTE RATES/PRICES ANYWHERE IN THE FOLLOWING DOCUMENTS/ATTACHMENTS.

Sl.No.	Attachment No./Name	Description
01	Attachment – A	Title Page
02	Attachment - B	Index Page providing Description of Attachments (This Page)
03	Attachment – 1 A	Instructions to Bidders
04	Attachment – 1 B	Bidding Check List
05	Attachment – 1 C	Bid Evaluation Criteria
06	Attachment - 2	Scope of Job
07	Attachment - 3	Special Terms & Conditions
08	Attachment - 4	Technical Specifications
09	Attachment – 5	Deployment Schedule
10	Attachment – 6	Integrity pact
11	Attachment – 7	Format for Police Verification
12	Attachment – 8	Commercial Terms & Conditions
13	Attachment – 9	Other Terms & Conditions
14	Attachment – 10	General terms and conditions of Works
15	Attachment – 11	E-mandate for payment
16	Attachment – 12	Formats of Bank Guarantees
17	Attachment – 13	Tips on Bid submission
18	Attachment-14	Agreed terms and conditions.
19	Attachment-15	Format for BQC upload

Attachment- B

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

HPCL-Pipelines Department invites competitive offer in two Bids i.e. 1.- Unpriced/Technical Bid & 2.-Priced Bid for carrying out the job as per description, by due date/time and to the address/Location specified in this Inquiry.

Bidder is advised to understand the scope of the job and visit the site at their own cost and with prior intimation to HPCL and get fully familiarized with the locations/ the job scope and the prevailing site/locations conditions.

Bidder is requested to furnish details in the documents carefully and in accordance with the instructions provided in the tender documents.

The description of the attachments to be referred is given in the Attachment- B Captioned as "List of Enclosures" of the Tender Documents.

Bidder is advised to refer the attachments and Bid documents thoroughly and should upload deviations, if any, from the above terms and conditions in the deviation form provided along with the technical bid. The bidder is also requested to furnish copies of all supporting documents like in BQC criteria as required in this tender along with the unpriced bid. Originals shall be submitted for verification by HPCL authorities at the time of technical evaluation or as advised by HPCL.

Please direct your Queries, if any to:

Scope of Job & Technical Terms & Conditions	Commercial Terms & Conditions
Mr. Mangesh M Londhe, Sr. Manager – Operations, MPSP Hindustan Petroleum Corporation Limited, Phone Nos: 022-25072704/8691046400 Email ID :mmlondhe@hpcl.in	Mr. Anil Kumar Kori, Sr. Purchase Officer, MPSP Hindustan Petroleum Corporation Limited, Phone Nos: 022-25072716/9594700660 Email ID: anilkkori@hpcl.in

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Instructions to Bidders

Please read the instructions given below carefully before submitting your offer:

Please read the instructions given below carefully before submitting your offer

1. This is only a Tender Enquiry and not an order
2. A Pre-bid meeting will be held at MUMBAI PUNE SOLAPUR PIPELINE, HP FUEL REFINERY, B.D PATIL MARG, CHEMBUR MUMBAI-400074, on 10/01/2017 at 11:00 hrs. All the prospective bidders are advised to attend the same or depute their representative with proper authorization letter. **Note: Please note all queries for pre-bid meeting are to be uploaded by prospective bidders on the website (<https://etender.hpcl.co.in>) only by 17:00 hrs of 07/01/2017. Queries uploaded by bidders on the e-tender website shall only be discussed in Pre-bid meeting.**
3. The tender should be submitted online at website <https://etender.hpcl.co.in> only, by the due date and time, as specified in the tender. Late / delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. Server Date & Time as appearing on the HPCL website <https://etender.hpcl.co.in> shall only be considered for the cut-off date and time for receipt of tenders.
4. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered.
5. **BID CLARIFICATIONS/AMENDMENTS BY HPCL**
 - 5.1. HPCL may issue clarifications / amendments in the form of online addendum/corrigendum and on Message Board at <https://etender.hpcl.co.in> during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum/corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum/corrigendum/Messages on Message Board in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum/Messages on Message Board.
 - 5.2. Bidders shall examine the Bidding Document thoroughly and submit to HPCL any apparent conflict, discrepancy or error. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall

not excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded

6. **TWO BID SYSTEM:** Bidders are required to submit digitally signed bids in Two parts, namely “Technical Bid envelop (Un-priced bid)” & “Price bid envelop (Price bid)”
7. Bidder is requested to furnish details in the documents carefully and in accordance with the instructions provided in the tender documents.
8. The description of the attachments to be referred is given in the Attachment-B Captioned as “List of Enclosures” of the Tender Documents.
9. Partially completed / incomplete tenders/bids shall not be considered.
10. All communications regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system at website <https://etender.hpcl.co.in>
11. Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site.
12. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable.
13. Bidders are requested to adhere to the bid closing date time lines strictly. In case of any extension to bid submission due date due to unforeseen conditions, HPCL shall arrange for extension of bid submission due date on merits at their sole discretion. Such request for extension of bid submission due date, if any, shall be made by the bidders at least prior to 96 hours of specified bid submission due date / time. Any request received within the 96 hours of the bid submission due date shall not entertained.
14. Tender opening (un priced bid as well as priced bid) will be done online at the time and dates specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e-procurement website <https://etender.hpcl.co.in> for witnessing the tender opening (un priced bid as well as priced bid in case of technically accepted vendors).
15. Technical/Un-priced Part of the Offer will be opened by HPCL as per the due date and time mentioned in the NIT (Notice Inviting Tender)/E-Tender Calendar. The Priced part of the Offer of technically qualified bidders will be opened subsequently on-line as per the date advised subsequently.

16. This Tender enquiry is for Hiring of Technical Manpower Services (Field Engineers) on Temporary Basis for various operating pipelines and project locations on as & when need basis, for a period of Twelve Months and HPCL reserves the right to extend the Purchase Order, at its sole discretion for a further period of one more year on the same rates, Terms and Conditions.
17. Before Submitting the Tender, Bidder is advised to understand the scope of the job and in their own interest shall visit and examine the Pipeline locations mentioned in ATTACHMENT-5 and satisfy themselves as to the nature of the existing roads or other means of communication and familiarize themselves with the location/ the job Scope and the parameters at their own cost and with prior intimation to HPCL.
18. The Bidder shall be deemed to have satisfied themselves before bidding as to the eligibility criteria specified in the Bid document, correctness and sufficiency of this tender for the rates as quoted in the price schedule.
19. No prices shall be quoted in the “un-priced/Technical bid” and if found quoted, bid is liable for rejection.
20. The following should be noted by the Bidder in respect of the Service Tax and Reverse Charge applicability to the job involving reverse charge Service Tax i.e. manpower services for bidder who are non-body corporate.

APPLICABLE FOR NON-BODY CORPORATE (Individual/HUF/Firm/AOP) ONLY.

In respect of the Services covered by this tender, where the vendor is Individual /HUF/Firm/AOP, the service tax liability will be discharged by Vendor and HPCL in the ratio of 0% and 100% respectively. Hence vendor should mention his entity status along with necessary proof supporting the same.

- a. Vendor should quote his applicable service tax rate if any separately and not as inclusive. In case if the vendor quotes the rate “Inclusive of Service Tax” it would be considered as if the vendor has included his liability alone in the rate. Accordingly HPCL’s liability would be loaded for evaluation purposes.
- b. In case of non-body corporate, service tax payable by HPCL, shall be separately loaded at for the purpose of evaluation. Further, in case a non- body corporate bidder (where liability of service tax is 0%:100% for Bidder & HPCL respectively) quotes full service tax (HPCL+ Bidder Liability), his offer shall not be loaded, however, he will be reimbursed towards his liability of service tax and HPCL service tax liability shall be directly paid to statutory authority by HPCL out of full service tax quoted by the bidder.

21. In case of corporate bidder sole and exclusive liability of payment of service tax shall be of the bidder only.
22. Bidder has to comply with the provisions of the all the applicable Labour laws and obligations arising thereof. In addition any other liabilities arising under Municipal, State or Central Govt. Laws and regulations & Statutory laws that will be entirely sole responsibility of the Contractor (Technical Manpower Service Provider) and HPCL shall not be responsible for any such liability. The contractor undertakes to indemnify the HPCL for any liability under any law in respect of its employees and otherwise also. The contractor shall comply with all rules and regulations regarding safety and security of its employees and the HPCL will not be responsible in any manner in case of any wrong-doings or not keeping up with the statutes bearable or payable to its employees.
23. Bidder is required to submit acceptance of the terms and conditions of the tender enquiry by way of declaration available with this e-tender.
24. Bidder is advised to refer the attachments and Bid documents thoroughly and should upload deviations, if any, from the above terms and conditions in the deviation form provided along with the technical bid.
25. Bidder should download the necessary Bid forms from the tender common forms and after furnishing the requisite details along with the copies of relevant documents sought in the tender documents shall upload the same at the Bid forms under the same heading at the space provided. Incomplete and improperly uploaded bid documents shall make the same liable for rejection.
26. The bidder is also requested to furnish copies of all documents as required in this tender along with the un-priced Bid. Originals shall be submitted for verification by HPCL authorities at the time of technical evaluation or as advised by HPCL. Please direct your Queries, if any to:

Scope of Job & Technical Terms & Conditions	Commercial Terms & Conditions
Mr. Mangesh M Londhe, Sr. Manager – Operations, MPSPL Hindustan Petroleum Corporation Limited, Phone Nos: 022-25072704/ 8691046400 Email ID :mmlondhe@hpcl.in	Mr. Anil Kumar Kori, Sr. Purchase Officer, MPSPL Hindustan Petroleum Corporation Limited, Phone Nos: 022-25072716/9594700660 Email ID: anilkkori@hpcl.in

27. Please submit your quotation/offer on the Unpriced /Priced Bid formats provided in the Tender documents and submit the same online duly digitally encrypted. Party

has to quote unit rate per man month basis Services of per Field Engineer. Quantities given in the tender enquiry are approximate and may vary at the time of actual deployment. Exact required deployment will be advised to the Party after the finalization of the order. The tendered/Ordered quantities are indicative and approximate and same may vary as per requirement of HPCL during tendering or at the time of placement of PO. Also, the above services in full or in Part may be sought in phased manner at discretion of HPCL even after placement of PO. Payment shall be made for actual certified quantities within the required quantities only. HPCL reserves the right to take partial quantities and foreclose/short close the order. No claims shall be entertained by HPCL on this account, whatsoever, at a later date.

28. HPCL reserves the right to reject all or any part thereof of the bid.
29. Quotations stipulating advances/payment terms not meeting as per HPCL schedule of Payment are liable for rejection.
30. If services ordered are not provided by the delivery date specified, HPCL may cancel the requested services without prejudice. All costs and expenses, if any, resulting from cancellation of the services, shall be to the Party's account.
31. Our terms on validity of offer are 120 days from the initial or extended due date for submission of tender whichever is later, which is to be noted. Bidders will confirm validity extension if the due date is extended for whatever reasons.
32. The following order shall prevail for referring to the clauses given in attachments which shall be read in conjunction with the bid documents and would be supplementary / Complementary wherever the context so requires:
 - A. Purchase Order
 - B. Priced Bid
 - C. Special Terms & Conditions
 - D. Instructions to Bidders/ Evaluation Criteria /Scope of Job /Special Terms & Conditions/ General Terms & Conditions
 - E. Commercial terms & conditions
 - F. Agreement/ Deployment Schedules/Integrity Pact
 - G. Any other Attachments to the Bid.
33. The tender is to be submitted in two bids. All the terms & conditions of attachments of the tender enquiry are to be agreed by the PROPRIETOR/DIRECTOR/S or their authorized representative having proper Authority/Power of Attorney as applicable.

The EMD amount for this Tender is **Rs. 15,00,000/- (Rs. Fifteen Lakhs only)** by way of DD/BG.

"Tenders received without Earnest Money Deposit will be out rightly rejected."

Bidder has to ensure submission of the specified EMD amount to Purchase Department, MPSPL, Trombay (Mumbai) on or before the due date of the tender.

EMD shall be remitted through either:

- i) An account payee demand draft/pay order in favour of Hindustan petroleum Corporation Ltd., payable at Mumbai, issued by any scheduled bank other than cooperative bank
OR
- ii) Through a Non-revocable Bank Guarantee issued by any Scheduled bank (other than cooperative bank) on a non-judicial stamp paper of appropriate value (denomination) with validity for six months from due date / extended due date of the tender as per the appropriate format entitled "Bank Guarantee in Lieu of Earnest Money" provided in this Tender documents. Cheque / FDR or EMD in any other form shall be treated as offer without EMD and shall not be acceptable.

The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises
- ii. Vendors registered as Micro / Small Enterprises (MSEs) or with National Small Scale Industries Corporation (NSIC).

For this purpose, in the event of the tendering company being a Public Sector Enterprise, a declaration to that effect and in the case of Vendors registered with NSIC or a MSEs, a copy of the registration certificate or acknowledged copy of Entrepreneurs Memorandum Part II (EM –II) should be submitted by these agencies on below mentioned address.

EMD (original instrument: DD/Pay order OR Bank Guarantee) should be kept in separate envelope (sealed and super scribed with "EMD Envelope" mentioning the tender number, job & due date and addressed to **DGM, MPSPL** and should be deposited by tender due date / time, in the tender box provided in the office of **Hindustan Petroleum Corporation Limited, Mumbai Pune Solapur Pipeline, HP Fuels Refinery, B. D. Patil Marg, Chembur, Mumbai – 400074.**

34. Public sector undertaking and Units registered with NSIC/MSE have to send the hard copy of documents seeking EMD exemption (self-declaration in case of Public sector undertaking OR notarized copy of Valid registration certificate (in case of units registered with NSIC) OR acknowledged copy of Entrepreneurs Memorandum Part II (EM – II) in case MSE at the address and manner mentioned above. Photocopy of application for registration as NSIC or for renewal of NSIC registration will not be acceptable. Such offers will be treated as offers received without EMD.

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

While submitting the bid on-line, bidders would be required to upload the scanned copy of EMD instrument (DD / pay order or bank guarantee) OR EMD exemption document (self-declaration in case of Public sector undertaking OR notarized copy of Valid registration certificate in case of units registered with NSIC) at the place provided for the same. Offer received without requisite EMD as explained above as above shall be rejected.

Bidder should note that:

- i) in case of EMD is submitted by DD/Pay Order and the EMD amount is not as per the Bid document or the DD not being of a Nationalized/Scheduled bank or improperly made instruments will render the EMD as technically unacceptable.
- ii) in case of EMD is submitted by way of submission of BG and the BG amount is not as per the Bid document, and/or the BG is not as per the specified/supplied format (available in common upload forms), BG not drawn on Nationalized/Scheduled bank or Improperly made will render the EMD as Technically unacceptable.

If the EMD is not in line with the amount called for, the EMD will be returned back to the tenderer and such bid shall not be considered for further processing.

35. "UN-PRICED BID/Technical Bid" shall contain the following:

- a) All attachments (which are attached with the tender enquiry), terms and conditions shall be accepted by the bidder by way of declaration which is available with the tender enquiry and also any deviation may be uploaded by the bidder.
- b) In case of any deviation taken to the tender, Schedule of Rates / Quantities etc. the same shall be indicated in the un-priced bid and deviations should be uploaded, failing which the bid shall be liable for rejection.
- c) No prices must be indicated anywhere on this portion of the Bid. In the event of the bidder indicating the prices anywhere in the Un-priced bid their bid shall be rejected.

36. **PRICED BID:** "PRICED BID" shall contain only the rates quoted in Schedule of rate format only. The quoted prices shall be checked to determine the arithmetical correctness of the same.

37. In case of conflict or differences in interpretation of the General Terms & Conditions of works contract and any other document, the terms & conditions of GTC of works contract shall prevail.

38. Please note that at the time of placement of PO or during the contract period, if changes in any statutory /legal requirements are notified by the Government, HPCL reserves the right to incorporate those changes in the PO terms & Conditions which shall be binding on the party.
39. **GRIEVANCE REDRESSAL MECHANISM:** Hindustan Petroleum Corporation Limited (HPCL) has developed a “Grievance Re-dressal Mechanism” to deal with references / grievances if any that are received from parties who participated / intend to participate in the Corporation Tenders. The details of the same are available on our website www.hindustanpetroleum.com

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Bidding Check List

Please read the instructions given below carefully before submitting your offer:

The following Qualification Criteria shall be adopted for the purpose of accepting Priced bid:

Sl.No.	Check List Item	Notation	Remarks
01	Pre-Qualification criteria	Ensure that you have checked and met the Pre-Qualification Criteria as specified in Attachment 1-C and provided details of the same.	Yes
02	Quoting of Prices	The responding Bidder shall not quote rates anywhere in the Un-Priced Bid. In the event of the bidder Indicating the prices anywhere in the Un-priced bid their bid shall be rejected.	Yes
03	Deployment Schedule	The date of commencement of the order will be w.e.f. 01/04/2017 or as communicated by HPCL. Successful Bidder shall deploy the requisite engineers as per the deployment schedule within 15 days of Purchase order or LOI at the awarded Work location. Any Bidder quoting deployment period beyond this date or as communicated by HPCL shall be liable for rejection.	Yes

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Sl.No.	Check List Item	Notation	Remarks
05	STATUTORY DETAILS		
A.	PF Account No.	Party shall have PF Account No	Copy shall be uploaded along with the tender document and shall produce the same at the time of opening of technical bid
B.	Service Tax registration	The party shall have a service tax registration No.	Shall Upload the same along with the Un priced bid documents and original shall be submitted for cross verification at the time of Technical review.

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Bid Evaluation Criteria

Please read the instructions given below carefully before submitting your offer:

1. When there is a difference between the rates in figures and words, the rate which corresponds to the amount written in words shall be taken as correct and bids shall be evaluated accordingly.
2. Parties to Quote Rates/ in line with the HPCL guidelines in the Priced Bid.
3. **Evaluation Criteria:**

The bids will be evaluated basis the rates quoted per Field Engineer per month basis. Evaluation shall be done on **Item wise lowest delivered cost basis** to owner. Bidders have to quote for entire quantity of any particular item as mentioned in Price Schedule.

HPCL reserves the right to split the job as mentioned in our Schedule between two or more parties without assigning any reason and also delete some part of the job at the discretion of HPCL.

The responding Bidders shall not quote rates anywhere in the Unpriced/Technical Bids. In the event of the Bidders indicating the service charges anywhere in unpriced/technical Bid, their Bids will be rejected. The bidder has to quote service charge only in the online Price Bid Schedule.

4. Criteria for Award of Contract

The job shall be awarded to the lowest qualified & successful Bidder on **item wise lowest delivered cost basis**. The decision of HPCL is final in this regard and shall be binding on the parties.

Only the bidders satisfying the Bid Qualification Criteria/ Pre-qualification criteria shall be considered as qualified for opening of price Bid.

HPCL reserves the right either to operate the contract fully or partially or even not to operate any item in the contract basis the necessity and requirement and the decision of HPCL is final in this regard. The party shall not have any right to claim compensation on account of such action. HPCL cannot guarantee for minimum quantities to be operated.

HPCL's decision in awarding the Contract will be final and binding on the Bidders.

5. Bidder should submit power of attorney in favour of signatory of the bid.
6. Bids shall be considered non-responsive and may be liable for rejection, if deviations are taken to the under mentioned provisions of the Bid documents by the bidder. HPCL may seek clarifications in this regard from bidder.

Sl.No.	Clause
--------	--------

- | | |
|----|---|
| a) | Bid Security (EMD) – Non Submission of EMD or Submission of improper Value of EMD or in improper payee. |
| b) | Any Advance Payments Sought by the Bidder |
| c) | Mobilization / deployment period not confirmed as per HPCL's requirements. |
| d) | Non submission and NON acceptance of Integrity Pact (IP) which is attached with this tender enquiry). |
| e) | Period of validity of bids - Shorter than specified. |
| f) | Force Majeure. |
| g) | Non-submission of declaration accepting the tender terms and conditions of all attachments. |
| h) | Non Submission of Details regarding PF/EPF Number and ESIC Number at the time of opening of technical bid |

Conditional Bids seeking deviations, if any, shall be uploaded along with the technical bid and if such deviations are contrary to any or all conditions stipulated above to technical/unpriced bid shall be liable for rejection for opening of Priced bid.

7. PRE QUALIFICATION CRITERIA:

Bidder shall meet all the criteria specified as below:

i) Financial Criteria:

Average Annual Financial Turnover during the last 3 years, ending 31st March, 2016 should be at least INR **250** Lakhs.

In case Bidders' financial statements are audited in calendar year, bidder's Average Annual financial turnover during the last 3 years, ending Dec, 2015 shall be checked against criteria stated at clause no.7.i above.

ii) **Technical:**

Applicants shall have experience of having successfully carried out and completed (#) similar work during the last 7 years ending 30.11.2016 which experience should be any one of the following & shall be supported with copies of P.O performed during last 7 years ending on 30.11.2016.

- a) Three similar completed works, each costing not less than INR **334** Lakhs
OR
- b) Two similar completed works, each costing not less than INR **417** Lakhs,
OR
- c) One similar completed work costing not less than INR **668** Lakhs.

(#) Similar work means Providing Field Engineers on temporary basis to any corporate body/organization.

- iii) 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 a Party, or
- b) which is controlled directly or indirectly by a Party; or
- 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.

- iv) Bids may be submitted by:

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

- b) 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.
- v) Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders is stated below, respectively:

a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.

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 fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfills 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), then the following conditions shall apply:

- I. Each member in a consortium may only be a legal entity and not an individual person;
- II. the Bid shall specifically identify and describe each member of the consortium;
- III. 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);

- IV. One participant member of the consortium shall be identified as the “Prime member” and contracting entity for the consortium;
- V. 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;
- VI. the prime member shall fulfill each eligibility criteria;
- VII. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
- VIII. 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.
- IX. 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;
- X. No consortium member shall hold less than 25% stake in a consortium;
- XI. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- XII. Any person or entity can bid either singly or as a member of only one consortium.

d). 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 fulfill 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.

8.0 Information/Documents required along with the Bid Document:

- 1) Title, style and postal address of the firm.
- 2) Communication particulars including telephone numbers, fax numbers and e- mail address.
- 3) List of available technical manpower with their academic qualification, experience and fields of specialization.
- 4) Details of completed projects/contracts.
- 5) Following documents are required to be submitted as proof of meeting Bid Qualification Criteria [Clause no-7.i (Financial)]:
 - (a) Notarized copies of Audited Annual Reports/Balance sheet & Profit and Loss account for the financial year ending March 2016/Dec 2015.
- 6) Following documents are required to be submitted as proof of meeting bid qualification criteria [Clause no.7.ii (Technical)]

Notarized copy or original Purchase/work Order /certified bills from client/owner / project consultants along with their completion certificate and details as given below to enable HPCL to identify whether the bidder(s) meets the technical criteria stipulated above or not:

- i. The Purchase/work Order/Certified bills and completion certificate should mention the details of subject work.
- (b) Any other document certified by the owner/client (for whom the job has been executed) specifically having mention of the jobs carried out in support of meeting the technical criteria stipulated above.
- ii) The Bidder shall be in a position to furnish the original documents corresponding to the Copies submitted in respect of Clause No.7.i (Financial criteria) and Clause No. 7.ii (Technical Criteria).

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

SCOPE OF JOB

Tender Title: Providing Technical Manpower (Field Engineers) on temporary basis.

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Providing Technical Manpower (Field Engineers) on temporary basis

Introduction:

M/S Hindustan Petroleum Corporation Limited (HPCL) is a mega Public Sector Undertaking (PSU) with Navaratna status and is a Fortune 500 Company. HPCL is engaged in the business of Refining and Marketing of Petroleum Products with a turnover of Rs. 187078 Crores and Market share of 20% among the Oil PSUs in India during the year 2015-16.

HPCL is owning and operating five major Cross-Country Petroleum Product Pipelines totaling to approx. 3000 Kms and their brief details are as under:

- i) Mundra Delhi Pipeline (MDPL) - 1054 km pipeline from Mundra in Gujarat to Bahadurgarh in Haryana. It passes thru the states of Gujarat, Rajasthan & Haryana. MDPL has the following major manned Stations:
 1. Mundra Dispatch Station in Gujarat.
 2. Santhalpur Pumping Station in Gujarat.
 3. Palanpur Receiving cum Pumping Station in Gujarat.
 4. Awa Pumping Station in Rajasthan.
 5. Ajmer Receiving cum Pumping Station in Rajasthan.
 6. Jaipur Receiving cum Pumping Station in Rajasthan.
 7. Rewari Receiving Station in Haryana
 8. Bahadurgarh Receiving Station in Haryana

- ii) Visakha Vijayawada Secunderabad Pipeline (VVSPL) - 572 Km pipeline starting from Visakhapatnam and terminating at Secunderabad in the state of Andhra Pradesh and Telangana. VVSPL has following major manned stations:
 1. Visakha Dispatch Station at Vishakhapatnam.
 2. Rajmundary Receiving cum Pumping Station in Andhra Pradesh.
 3. Vijaywada Receiving cum Pumping Station in Andhra Pradesh.
 4. Suryapet Receiving cum Pumping Station in Telangana.
 5. Ghatkeshwar Receiving Station in Secunderabad, Telangana.

- iii) Mumbai Pune Solapur Pipeline (MPSPL)- 508 Km long pipeline starting from Mumbai and terminating at Solapur in the state of Maharashtra. MPSPL has following major manned stations:

1. Mumbai Dispatch Station at Mumbai.
 2. Vashi Receiving cum Pumping Station.
 3. Khopoli Pumping Station.
 4. Talegaon Pumping Station.
 5. Loni Receiving cum Pumping Station at Pune.
 6. Hazarwadi Receiving Station.
 7. Solapur Receiving station.
- iv) Ramanmandi Bahadurgarh Pipeline (RBPL) - 243 Kms long pipeline starting from Ramanmandi and terminating at Bahadurgarh to facilitate the evacuation of product from Guru Gobind Singh Refinery (GGSRL), Bathinda. RBPL has following major manned stations:
1. Ramanmandi Dispatch Station.
 2. Bahadurgarh Receiving Station.
- v) Ramanmandi Bathinda Pipeline (RBhPL) - 30 Kms long pipeline starting from Ramanmandi and terminating at Bathinda to facilitate the evacuation of product from Guru Gobind Singh Refinery (GGSRL), Bathinda. RBhPL has following major manned stations:
1. Ramanmandi Despatch Station.
 2. Bathinda Receiving Station.
- vi) Bahadurgarh-Tikri Kalan Pipeline (BTPL) –BTPL has following major manned stations:
1. Bahadurgarh Despatch station
 2. Tikri kalan Receipt Station
- vii) Awa Salawas Product Pipeline (ASPL) – 90 Kms long pipeline starting from Awa and terminating at Salawas, Jodhpur in state of Rajasthan. ASPL has following major manned stations:
1. Awa Pumping Station.
 2. Salawas Receiving Station.
- viii) Rewari Kanpur Product Pipeline (RKPL) – 437 Kms long pipeline starting from Rewari in state of Haryana and terminating at Kanpur in state of Uttar Pradesh, which is extension of MDPL pipeline. RKPL has following major manned stations:
1. Rewari Pumping cum receiving Station.
 2. Bharatpur Receiving Station.
 3. Mathura Receiving Station.

4. Kanpur Receiving Station.

For assistance in its operations / maintenance and safety of the above operating pipelines and execution of new pipeline projects, services of Engineers (Field Officers) preferably with prior experience are required on temporary basis. The requirement is for one year extendable for one more year at the option of Corporation on same rates, terms and conditions.

Scope of Supply

- 1.1 Contractor shall supply maximum 94 Engineers with minimum qualification of B.E. /B. Tech or equivalent degree meeting the technical specifications with minimum 02 years work experience and all other terms and conditions of this contract and in due compliance with prevailing Govt./ Statutory norms, regulations and rules.
- 1.2 Deployment of Engineers shall be purely on need basis at various operating locations of MDPL/MPSPL/VV/SPL/RBPL/RBhPL/BTPL/ASPL/RKPL and project location MHMBLPL. The numbers and period of Deployment may vary and redeployments shall be made basis quarterly review/advice of HPCL.
- 1.3 Police Verification: The Contractor shall furnish to HPCL the particulars viz. Name, Father's Name, Age, Photograph, Permanent Address, etc. of the Personnel engaged by them for the purpose as mentioned above in the premises of the HPCL. The contractor will also arrange their antecedent verification from Ex-employer & police at his own cost and also ensure that they are fit for conduct for rendering the requisite services and submit the report to HPCL before deployment of officers as per Attachment-7.

For the engineers having a valid passport, on submission of a copy of same subject to production of the original passport on demand will be deemed to have the requisite police verification requirement. However, in case of obtaining Police Verification, if there is substantial delay, two references from the respected local persons or headman of village/city who can vouch for the respective engineer's character and proof of residence will be accepted. Subsequently in the course of time Police Verification Certificate needs to be submitted as above.

- 1.4 Engineers deployed will be the employees of Contractor and at no point of time they shall claim any direct Temporary or Permanent employment with HPCL. The personnel engaged for the services shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no right of whatsoever nature regarding monetary benefits or any other benefits from the HPCL. It is clearly understood by both the parties that for providing services under this agreement engineers engaged by the contractor shall be the employees of the contractor only and not of HPCL and there shall be no master servant relationship between HPCL and the personnel so engaged by the contractor.

- 1.5 The contractor shall make its own arrangement for housing and conveyance for the Personnel provided against this agreement.
- 1.6 The Contractor or his employees shall maintain confidentiality of data/information during and after expiry of contract period.
- 1.7 Contractor shall provide following services to Engineers inducted for deployment/ deployed:
 - Issue Appointment letters
 - Joining kit including Safety shoes (confirming to IS 15298 code and bearing ISI mark) and Safety helmet (confirming to IS 2925 code and bearing ISI mark)
 - Induction
 - Associate Handbook (Benefits booklet, Claim forms etc.)
 - Worksite rules and process documents
 - HR contact and escalation process
 - Create and maintain Employee Master Database.
 - Payroll processing and Benefits administration
 - Reimbursement and claims processing
 - Record management
 - Comprehensive Statutory & Regulatory compliance (TDS, LWF, PF, PT, ESI)
 - Exit interview and & final settlements
 - Medical, Accident insurance benefits monitoring
- 1.8 Nature of work: Field Engineers will be required to carry out following set of responsibility.
 - To study/understand the Detailed ISO procedures/instructions of the respective operating pipelines for various Operation/Maintenance/ Safety activities of HPCL in its Pipeline operations and have reasonable knowledge of applicable National/ International codes.
 - To carry out routine and surprise inspection as directed on the pipeline route and report discrepancies, breaches as per the procedures.
 - To carry out Compliance Audits related to procedures and other peripheral services in areas of maintenance, operations of stations and pipeline as whole.
 - To assist in duties related to pumping and allied services.
 - To assist in areas of SCADA and other instrumentation technology used in maintenance and operations of the pipeline.

- Any other liaison, coordination, project management, project administration, technical drawing / design as assigned by HPCL. Further any follow up works and representation work as specified from time to time need to be taken up.
- 1.9 The service is required for round the clock three shift operations and/or in General shift operation of the respective pipelines/project locations.
- 1.10 Other than regular weekly offs, Contractor to arrange at his cost the leave relief for any other absence including festive holidays, personal leaves etc.

GENERAL TERMS AND CONDITIONS:

1. The Contractor shall provide a maximum number of 94 Engineers at various operating locations of MDPL/ MPSPL/ VVSPL/ RBPL/ RBhPL/BTPL/ASPL/RKPL and MHMBLPL to carry out various engineering jobs as mentioned in job specification and scope of supply.
2. Contractor / Party has to provide the said Engineers at the respective Establishments as shown in Clause 1 above as per standard office timings and as per weekly working days of the concerned locations.
3. Deployment of the Engineers by the contractor for performing the required jobs is to be decided in consultation with Location In charge.
4. Contractor shall supply maximum 94 Engineers with minimum qualification of B.E. /B. Tech or equivalent degree, with minimum work experience of 2 years, meeting the technical specifications and all other terms and conditions of this contract and in due compliance with prevailing Govt./ Statutory norms, regulations and rules.
5. The Contractor shall at his own cost deploy suitably qualified persons as mentioned in Clause 4 above, who shall meet the job specifications, for all the jobs required to be carried out by him under this contract. The person so appointed shall not be construed under any circumstances to be working under HPCL. No person below the age of 18 (eighteen) years shall be deployed on the work by the Contractor at Corporation's premises.
6. The Contractor has to ensure that there is no shortage of manpower at any point of time. Contractor has to provide suitable relieving manpower in case of absenteeism of any Engineer(s) deployed by him so that there is no hamper in work and also contractor shall ensure that quality of service is not compromised.
7. In Case the work / production is hampered because of failure of the contractor to provide sufficient number of manpower at all times, HPCL will make suitable

alternative arrangement and all the cost to be incurred by HPCL in this regard, will be debited to the Contractor. Further, necessary action will be taken against the contractor for violation of terms and condition of the contract.

8. The contractor shall ensure compliance with all labor law provisions such as Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971; Employees Provident Fund and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948 or Employees' Compensation Act, 1923 as the case may be; Factories Act, 1948 & State Factories Rules, as applicable or Shops and Establishment Act as the case may be; Maternity Benefit Act, 1961; Child Labour (Prohibition & Regulation) Act, 1986etc.
9. The contractor shall maintain all books, registers, Forms & other related documents which are prescribed under various applicable laws but not limited to the Laws/Acts mentioned in Clause 8 above. Contract Labour (regulation & abolition) Act, 1970 & its central rules 1971, Minimum Wages Act 1948 & its central rules, EPF & MP Act 1952, ESIC Act 1948 / Employees' Compensation Act, and all other concerned Acts/ labour laws & its rules.
10. Since some of the working locations may falls within non-coverage area of Employees' State Insurance Act, the Contractor shall obtain an Insurance policy to cover its personnel in respect of injuries and for any other claims arising under the Employees' Compensation Act, 1923, before commencement of job. The Contractor shall, from time to time, keep such insurance policies renewed and furnish a copy of the same to the Corporation. Contractor shall not be allowed to commence to the job until he obtains Employees' Compensation Insurance Policy.
11. Further, the Corporation shall not be responsible and/or liable for any damages / injury sustained by the personnel of the contractor while on duty. In case of any accident resulting in death and/or injury to any personnel deployed by the Contractor while on duty, the liabilities and all kinds of legal consequences or compensation shall solely be of the Contractor irrespective of the reasons and circumstances of the accident. In case of death and / or injury to any personnel of the contractor, the insurance claim shall be dealt with by the Contractor. In addition to this, any civil or criminal proceedings before a Court/ Tribunal of competent jurisdiction shall be undertaken by the Contractor together with the punitive and / or pecuniary consequences arising therefrom in such litigations or judicial proceedings.
12. The Contractor shall keep the Corporation indemnified against all claims arising out of violation of any provision of applicable law, due to default, negligence or lapse on the part of the Contractor or any of its employees.
13. The Contractor shall ensure that none of its personnel is required to actually work for more than eight hours (exclusive of break) in a day and in the event of

personnel being deployed for more than 8 hours, they are paid overtime as per Factories Act, 1948 & State Factories Rules, as applicable or Shops & Establishments Act as the case may be and/or Payment of Wages Act, 1936 or any law for the time being in force and in any event such overtime shall not exceed the maximum prescribed under any law for the time being in force.

14. The Contractor shall arrange weekly offs out of the available manpower as stipulated, unless otherwise specified with such an arrangement that there should not be any lapse all the times.
15. The contractor shall take all measures for the monitoring / supervising of the work of their personnel on duty.
16. Contractor shall ensure payment of gross wages @ Rs. 24,900/- (and any other statutory payment as applicable) to each of his personnel which shall be inclusive of all components payable to him and the contractor's share towards EPF and Employees' Compensation in line with the pay structure given hereunder (rounded off to the nearest Rs. 10/-).

Basic Wages	Rs. 20,710/-
EPF (Contractor's share) @ 13.36%	Rs. 2,819/-
Premium towards WC Policy (Contractor's share @ 1.8% approx.)	Rs. 373/-
Leave with wages (@ 4.8%)	Rs. 998/-
Total	<u>Rs. 24,900/-</u>

17. Contractor shall disburse wages to their personnel by cheques only.
18. The Contractor shall ensure that he himself and his personnel maintain confidentiality of data / information which are available at their end due to handling of the specified jobs, during and after expiry of the contract period.
19. Corporation shall issue a Certificate in Form V to the contractor for obtaining License as provided under Section 12 of Contract Labour (R&A) Act, if required.
20. Contractor to provide medically fit workman & has to submit the Medical certificate for the workman obtained from competent authority before commencement of the job.
21. Bills will be cleared as per the actual number of personnel deployed and the number of days worked.

22. Contractor shall submit the records of appointment of his personnel and the Police Verification Report from the local Police Stations, before the start of the contract.
23. The job involved is purely on Contract basis and personnel engaged by the contractor shall not be / deemed to be the employees of HPCL under any circumstances whatsoever.
24. Contractor shall attach following documents along with the bills:
 - A. Proof of having deposited employee's as well as employer's contribution towards EPF and remittance thereof to the concerned Authorities by 15th of each month for every completed previous month. Contractor shall also attach online EPF statements along with the Challans showing individual contribution of each personnel engaged by him.
 - B. Proof of having paid wages to his personnel by 7th day of the each month for every completed previous month. Wages must be paid to the personnel engaged by the contractor in presence of an Officer authorized by HPCL and the Wage Register is to be signed by the said officer with the following certification:

'Certified that the amount shown in Column no. _____ has been paid to the workmen concerned in my presence on _____ at _____.'
 - C. Copy of Attendance sheet of personnel concerned.
25. Any claims arising out of non-compliance with the provisions of the EPF & MP Act, 1952 and /or the ESIC Act, 1948 pertaining to short payment, non-payment etc. shall be dealt solely by the contractor. The contractor hereby undertake to indemnify HPCL from any such claims arising out of and pertaining to the period of contract awarded to him.
26. Contractor will be reimbursed all the expenses on actual basis incurred towards payment of wages, Contribution (Employer' share) towards Provident Fund and pension scheme, contribution (Employer's share) towards the ESIC or policy charges of group Insurance under Employees' compensation whichever is applicable and payment of leave with wages, etc.
27. Leave with wages @ 4.80 % are payable to the personnel normally at the end of the contract period / annually, in case the leave is not made available to his personnel by the Contractor. In case the leave is made available, the leave wages will not be applicable.
28. Payment to the contractor will be made within 15 days of receipt of Bills from our disbursement offices.

29. Contractor shall ensure that the Engineers deployed by him maintain orderly and discipline behavior towards all including the HPCL employees. In case any disorderly or indiscipline / indecent or any other misconduct is committed by any of his personnel, Contractor shall have to replace the said person from the concerned location and provide replacement personnel immediately so as to ensure smooth functioning of the jobs.
30. Contractor shall ensure that any dispute between him and his personnel is settled outside the company premises, and he shall not utilize the premises/property etc., for this purpose.
31. In case the contractor fails to pay the contributions payable at all or if there is any short payment, HPCL shall recover from the monthly bills of the Contractor the said amounts along with applicable interest and demurrages as assessed by the concerned authorities. The amounts so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees State Insurance or Employees Provident Fund etc.

MISCELLANEOUS

- a. This Tender is not transferable.
- b. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- c. Tenderer(s) shall return the completed tender set duly signed and stamped at the end of each page in token of having read, understood and accepted the terms and conditions.
- d. All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be stamped and signed by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- e. 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. 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.
- f. Payment of bills 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 . Corporation reserves the right to make payment in any alternate mode also.

- g.** Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- h.** Contractor shall submit a Security Deposit equivalent to 1% (one percent) of annual value of the contract in the form of Account Payee crossed Demand Draft drawn/Bank Guarantee in favour of M/s. Hindustan Petroleum Corporation Limited payable at Mumbai. The said amount shall be liable to be forfeited wholly or in part at the sole discretion of HPCL in cases if the Contractor fails to fulfill any of his contractual obligations or defaults. This shall be without prejudice to other rights of HPCL to claim further compensation towards loss sustained, if any. The Security Deposit shall be interest free and shall be refunded only on satisfactory completion of the job on expiry of the Purchase Order / Contract. Tenders received without Earnest Money Deposit - EMD (wherever mentioned in the tender as EMD Applicable / Payable) will be rejected.
- i.** The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- j.** Courts in the city of alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
- k.** Corporation reserves the right to take action as deemed fit which is inclusive of putting the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage, non - acceptance of LOI / PO or non - execution of order or any other breach of tender terms and conditions.
- l.** In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

ATTACHMENT – 3

Hindustan Petroleum Corporation Ltd.
Pipelines Department, HB-1

SPECIAL TERMS & CONDITIONS

Tender Title: Providing Technical Manpower (Field Engineers) on temporary
basis

Hindustan Petroleum Corporation Ltd.
Pipelines Department, HB-1

1.0 Payment Terms:

- a) For reimbursement in respect of services received from the Field Engineers, Invoices to be raised by the 5th of the succeeding month on monthly basis.
 - b) The quoted rates per man month of engineers services charges shall be deemed to include minimum salary of Rs 24,900/ payable per engineer & all expenses and profit margins of the Contractor including the statutory contributions payable by them as an Employer viz. PF/ Insurance etc. and the deductions to be made by the Corporation as per the statutory norms. Statutory tax revisions, if any after the Bid Due date shall be considered for reimbursement against submission of proof of payment with all details.
 - c) Invoices shall be raised based on actual number of field engineers worked during the month as per the contract term only. For any absence during the month other than weekly offs or any partial deployment, prorata reduction shall be made considering the effective working days in the month as 26.
 - d) The duly certified Monthly bills need to be raised in duplicate for MDPL/ MPSPL/ VVSPL/RKPL/MHMBLPL and shall be raised separately basis respective deployments and submitted to respective Accounts officers at Bahadurgarh (MDPL, RBPL, RBhPL, ASPL and BTPL), Trombay (MPSPL), Visakhapatnam (VVSPL), Delhi (RKPL) and Bengaluru (MHMBLPL). The user department certifications need to be attached along with respective bills and only the commercials need to be checked after bill submission.
 - e) All eligible payments as per the Contract shall be made by e-payments only and the bills shall be paid within 7 days of receipt of certified bills by respective Account officers. Contractor will be required to submit the e-mandate for the same. The contractor shall also facilitate payment of wages to its employees through E-Payment /cheque mode only.
- 2.0 In case the services are not provided at any time on any particular day or period for whatsoever reasons, the contractor shall make alternative arrangements so as to enable the work to be done satisfactorily at no extra cost to the HPCL. If no such alternate arrangements are made, proportionate deductions shall be made out of the contract amount. HPCL shall be free to make alternate arrangement the cost of which shall be recovered from contractor, at the cost and risk of contractor.

- 3.0 In case of non-payment of monthly wages by the Contractor to its employees, and on being satisfied that such payments have not been made by contractor to them, HPCL shall have the right to settle the dues of such contract personnel directly and recover the amount thus paid from the bills submitted by the Contractor or their due payments.
- 4.0 Any loss, theft or damage to the life and/or property of the employee of the HPCL and/or property of HPCL shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapses of the employees of the contractor.
- 5.0 Credentials of Engineers need to be verified by Police, before deployment for the requisitioned services. Contractor should ensure that the personnel deployed are above integrity and do not have any adverse remarks in their education/work careers.
- 6.0 The contractor and his personnel shall keep the information pertaining to matters of HPCL strictly confidential. The drawings/ documents issued to Engineers for delivering the assigned work shall not be reproduced in any form or used for other purposes unless explicit approvals are given by HPCL. All such materials/ data shall be returned to HPCL at the end of contract or demitting of the contract by the Engineers at Site.
- 7.0 The services should be available at short notice on 24x7 hour basis in compliance with the terms of this Contract.
- 8.0 Contact telephone number and address of the Contractor / Liasoning representative(s) should be provided to respective HPCL Location in charges.

The contractor will be responsible for compliance to all of the relevant and applicable laws and compliances to any or all of the obligations required in their fulfillment. Any liability arising or imposed under the Municipal, State or the Central Govt. Laws, Acts, rules and regulations will be entirely the responsibility of contractor and HPCL shall not be responsible for any such liability. The contractor undertakes to indemnify the HPCL for any of the liabilities under any of the laws in respect of its employees and otherwise also.

The contractor shall comply with all rules and regulations regarding safety and security of its employees and the HPCL will not be responsible in any manner in case of any mis-happening to its employees.

The Contractor shall submit records of medical Health checkup covering basic tests (ECG, chest X ray, CBC, Blood sugar (Fasting & PP), Urine RE, Blood group and Rh factor and serum cholesterol) and also carry out periodic checks (at least once in six months, once at the start of the contract and another at the 7th month of contract) and submit medical report summary along with medical fitness certificate

given by general medical practitioner to ensure fitness of its employees at its own cost.

- 9.0 The contractor shall not sub-contract the services assigned to them.
- 10.0 The contractor shall be responsible for the discipline and conduct as well as for quality of work done provided by its employees in requirement of fulfillment of the work order. The contractor manpower reporting for providing the services should be well behaved, punctual and should not be under influence of or consume alcohol during duty.
- 11.0 Rates quoted by the contractor shall be deemed to include possible increase in statutory daily minimum wages during the entire period of contract which will be payable to his employees no extra payment shall be made towards the same by HPCL.
- 12.0 HPCL reserves the right to cancel the contract during contract period with 3 month notice without assigning any reason thereof.
- 13.0 **CONTRACT PERIOD:** Initially contract will be for one year w.e.f. 01/04/2017 or as advised by HPCL, which may be extended for one more year at the sole discretion of HPCL.
- 14.0 All the safety and security regulations and other statutory rules as applicable in area shall be complied by deployed manpower in totality. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep HPCL indemnified against all cases and claims arising out of the same.
- 15.0 The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws as applicable or which might become applicable to respective locations with regard to performance of the work included herein or touching upon this contract, including but not limited to Factories Act, 1948 & State Factories Rules, as applicable or Shops and Establishment Act as the case may be; Maternity Benefit Act, 1961; Child Labour (Prohibition & Regulation) Act, 1986, Minimum Wages Act, 1948, ESI Act, 1948 (if applicable), Employees' Provident Funds and MP Act, 1952, Workmen's Compensation Act, 1923, Payment of Bonus Act, maintain records pertaining to PF, attendance Musters, registers, PMSBY etc. and make them available to M/s HPCL for verification. Wherever ESIC is not applicable the contractor shall take insurance cover for all their workers, under workmen's compensation act. A Group Insurance against accident or death during the contract period for a minimum amount of Rs. 5 Lakhs covering all the employees of the Contractor with respect to providing manpower services on temporary basis shall be taken by the contractor and a copy of the same shall be made available to HPCL. The quoted rates shall be inclusive of all these requirements.

- 16.0 Contractor should have valid Service Tax Registration for providing these services and shall keep it valid during the pendency of the Contract.
- 17.0 **PENALTY:** In case any of the above services is not provided any day to the satisfaction to HPCL, payment will be deducted on prorated basis for that services.
- 18.0 Engineers so deployed shall be required to operate the shift/ site either independently or render assistance to the main officer of HPCL operating the shift/site. It will be incumbent on the Engineer positioned to operate the firefighting facilities of the corporation or render assistance in the firefighting operations. All the required insurance for such eventualities shall be covered by the contractors within the quoted price and no additional payment of insurance premium or any other payment shall be paid by the corporation.
- 19.0 During the execution of contract, any issues related therewith to the payment, statutory Compliance, etc shall be taken up and resolved with the respective pipeline Location-in-charge only; and in the event of any un-resolved issues, the same shall be referred to respective Pipeline In-charges, as stated below;

(1) Mumbai Pune Solapur Pipeline :

Dy General Manager-MPSPL Operations
Mumbai Pune Solapur Pipeline
Hindustan Petroleum Corporation Ltd
HP Refinery, B. D. Patil Marg
Mahul, Mumbai – 400 074

(2) Mundra Delhi Pipeline / Rewari Kanpur Pipeline

Dy, General Manager-MDPL Operations
Mundra Delhi Pipeline
Hindustan Petroleum Corporation Ltd
D-7, Lal Bahadur Nagar (East)
J.L.N. Marg, Malviyanagar,
Jaipur-302017

(3) Visakha Vijaywada Secunderabad Pipeline

Dy, General Manager-VVSPL Operations
Visakha Vijaywada Secunderabad Pipeline
Hindustan Petroleum Corporation Ltd
VR-ATP Area, Naval Base Post,
530014

SPECIAL TERMS AND CONDITIONS

PART II

The Parties meeting the following conditions shall only apply. Non submission of Proof / Not meeting the below mentioned criteria shall invite summarily rejection of the quotes.

1. The Agency / Company should be in a position to supply manpower in any of our locations of MDPL/ MPSPL/ VVSPL/ RBPL/ RBhPL / BTPL / ASPL / RKPL and MHMBLPL. Declaration to the above needs to be submitted.
2. The agency/ company should have deployed manpower in corporate sector especially in any PSU / Govt. during the last three years, Documentary evidence in support of this should be furnished.

Contract Period shall be for one year commencing from 01/04/2017 OR AS ADVISED BY HPCL, which will be extendable for one more year on same the rates, terms & conditions at the sole discretion of HPCL.

Contractor will be reimbursed actual cost incurred by him towards the wages notified by the Corporation, Employees Provident Fund contribution, actual charges towards Insurance Policy under Employees' Compensation Act, 1923, Leave with wages and any other statutory benefit as per the provisions of applicable laws.

The estimated wage disbursement shall be to the extent 30 Lakhs per month which will be paid to the Engineering personnel by the Contractor / party as per the provisions of applicable laws.

On award of contract, Contractor's margin (service charges) shall remain fixed / unchanged till the validity period of Contract including extension period, if any. The contractor shall not be eligible to claim any additional profit margin / administration charges during the validity of contract.

Taxes to be quoted separately as per applicability, all the proof for tax payment claimed in the bill to be provided to HPCL for records.

The lowest offered against each line item of the indicated numbers of service requirements along with the service tax shall be awarded the contract. The service tax is payable for the entire billed amount, which includes the wages and service charges.

The contractor to submit the copies of the following registration certificates along with the un-priced bid document of the tender.

1. Service Tax Registration
2. Copy of PAN Card
3. PF Account No/Registration
4. ESIC Registration

Any other relevant registrations / documents suitable for this type of contract services.

The tenders received without the copies of the above registration certificates are liable for rejection.

The invoice / documents raised by the Contractor shall enable the Corporation to avail Set Off from the Statutory Authorities on Service Tax etc. The unpriced bid documents of the tender to be submitted with copy of the relevant registration certificates.

ATTACHMENT – 4

Hindustan Petroleum Corporation Ltd.
Pipelines Department, HB-1

TECHNICAL TERMS & CONDITIONS

Tender Title: Providing Technical Manpower (Field Engineers) on temporary basis

Hindustan Petroleum Corporation Ltd.
Pipelines Department, HB-1

Technical Specifications

- 1) The engineers should be major and Indian nationals with engineering qualification from the UGC recognized university/institute and shall have minimum qualification of B.E. /B. Tech or equivalent and shall have scored minimum 60% average in their graduation and minimum 02 years work experience. Wherever CGPA/OGPA/DGPA or Letter Grade in a degree/ diploma is awarded, its equivalent percentage of marks would be considered as per norms adopted by University/ Institute. The requirement will be in following disciplines and the nos. can vary based on requirement.
 - a) Electrical
 - b) Mechanical
 - c) Instrumentation
 - d) Electronics & Telecommunication Electronics
 - e) Civil Engineering
 - f) Any other combination of above disciplines.
- 2) The engineers should be physical fit, having attained an age of minimum 21 years and maximum 40 years at the time of being deployed for services as per the tender terms and conditions.
- 3) The engineers will be the employee of the contractor and HPCL will have no master/servant relationship with the officers.
- 4) The bidder is required to submit a declaration that they have not been banned or delisted by any government or quasi Government agencies or PSUs. If a bidder has been banned by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. Non-Submission of this declaration will render the bid to be rejected as non-responsive.
- 5) **EARNEST MONEY DEPOSIT (EMD)**

"Tenders received without Earnest Money Deposit will be rejected."
Quantum of EMD: **Rs. 15,00,000/- (Rs. Fifteen Lakhs only)**

The tenderer will be required to pay the earnest money deposit along with the tender either thru a crossed demand draft or an irrevocable Bank Guarantee in

favor of Hindustan Petroleum Corporation Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai in favor of Hindustan Petroleum Corporation Limited, Mumbai in the proforma enclosed. The earnest money deposit will be refunded after finalization of the contract.

Note: Public sector enterprises and small scale units registered with National Small Scale Industries/MSEs are exempted from payment of Earnest Money Deposit. NSIC/MSE units should enclose a photocopy of their registration certificate (Acknowledged copy of Entrepreneurs Memorandum part-II in case of MSEs) 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.

6) **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 favor 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 Demand draft / Bank guarantee.

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 upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

ATTACHMENT – 5

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

DEPLOYMENT SCHEDULE

Tender Title: Providing Technical Manpower (Field Engineers) on temporary basis

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Tentative Deployment Schedule for Technical Manpower/Field Engineers

Name of the Pipeline	Location	Quantity
MPSPL	Trombay Dispatch Station, Mumbai including LOPL	7
(All stations in Maharashtra)	Vashi Receiving cum Pumping Station	3
	Khopoli Pumping Station	2
	Talegaon Pumping Station	3
	Loni Receiving cum Pumping Station at Pune	4
	Hazarwadi Receiving Station	3
	Pakni, Solapur Receiving station	3
VVSPL	Visakha Dispatch Station at Vishakhapatnam	1
	Rajmundary Receiving cum Pumping Station in Andhra Pradesh	3
	Vijaywada Receiving cum Pumping Station in Andhra Pradesh	4
	Suryapet Receiving cum Pumping Station in Telangana	2
	Ghatkeshwar Receiving Station in Secunderabad, Telangana	2
MDPL/RBPL/RBhPL/BTPL/A SPL	Mundra Dispatch Station in Gujarat	4
	Santhalpur Pumping Station in Gujarat	4
	Palanpur Receiving cum Pumping Station in Gujarat	4
	Awa Pumping Station in Rajasthan	4
	Ajmer Receiving cum Pumping Station in Rajasthan	4
	Jaipur Receiving cum Pumping Station in Rajasthan	2
	Bahadurgarh Receiving Station in Haryana	4
	Ramanmandi Dispatch Station in Punjab	4
	Bathinda Receiving Station in Punjab	3
	Tikrikalan Receiving Station in Delhi	4
	Salawas Receiving Station in Rajasthan	4

Hindustan Petroleum Corporation Ltd.
Pipelines Department, HB-1

Tentative Deployment Schedule for Technical Manpower/Field Engineers

Name of the Pipeline	Location	Quantity
RKPL	Rewari Receiving cum Pumping Station in Haryana	4
	Bharatpur Receiving Station in Rajasthan	4
	Mathura Receiving Station in Uttar Pradesh	4
	Kanpur Receiving Station in Uttar Pradesh	4
GRAND TOTAL		94

Note:

Please note that the above deployment schedule is only indicative and tentative in nature. The officers may be assigned to any of the pipeline project/operating locations at the sole discretion of the Corporation.

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

INTEGRITY PACT

Tender Title: Providing Technical Manpower (Field Engineers) on temporary
basis

**PRE-SIGNED SCANED COPY OF INTEGRITY
PACT ATTACHED SEPERATELY WITH THIS
TENDER DOCUMENT**

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Note to the Bidder:

The details of every person engaged by the party to be submitted to concerned police authorities in the following format. After verification and certification by police authorities same to be submitted back to HPCL.

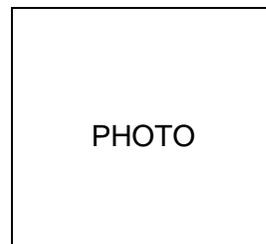
FORMAT FOR POLICE VERIFICATION/
ATTESTATION FORM FOR VERIFICATION/RE/VERIFICATION

1. Name in full (In capital Letters):

2. Husband's/Father's Name :

3. Present Address :

4. Permanent Address :



5. Particulars of the Places (With the record of residence Where ever resided more than One year at times during preceding three year)

From	To	Residential Address

6. Particulars of close relations

Relation	Full Name	Nationality, Place by Birth And Date of Birth	Present Address

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

FORMAT FOR POLICE VERIFICATION/
ATTESTATION FORM FOR VERIFICATION/RE/VERIFICATION

7. Nationality :
8. Date of Birth :
9. District and State of which belongs :
10. (a) Religion :
(b) Whether member of S.C. /S.T. (Yes/No) :
(If yes state Full details)
11. Education Qualification :
(Also maintained name of school and Institution)
12. Have you ever been employed at any time? If so give details or Post held, Period, Description of work and full address of firm/installation.:
-
13. Have you ever been prosecuted or kept under detention or bound down of finder Conviction by court of law of any offence or debarred/ disqualified by any public Service commission from appearing in any examination?
-
14. If any case pending against you in any court of law at the time of filling of the Attestation from? If yes give full particulars of the case.
-

1

5. Candidate for the post of: Field Engineer

16. I certify that the forgoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances, which may impair my fitness for Employment under Governments.

Place:
Date:

Signature

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

This is only a Tender Enquiry and not an order. This questionnaire duly filled shall be submitted/returned along with Un-Priced Bid. Clauses confirmed hereunder should not be repeated in the bid. All the Commercial Terms and conditions should be indicated in this format only. However, if required, deviation if any shall be indicated in the online deviation form only. Bidders are advised to comply to the terms and conditions of the bid document in the First Instance itself. Please read complete tender document before quoting the rates. HPCL reserves the right to reject the bid on technical grounds & reject / load financially for any deviation as per prevailing norms.

DESCRIPTION	BIDDERS' CONFIRMATION
<p>01. <u>Two Bid System</u>: Priced and Un-priced Bids to be submitted separately. HPCL reserves the right to seek clarifications on any or all of information provided by the bidder in the bid documents.</p> <p><u>A. UN-Priced Bid</u></p> <p>i) Confirm that Rates/Prices have not been quoted anywhere else in the tender documents other than Priced Bid.</p> <p>ii) Confirm that All fill-up spaces in Un-priced Bid have been clearly filled as appropriate.</p> <p>iii) Confirm that all unit rates applicable are in <u>Indian Rupees</u>.</p> <p>iv) Confirm that it is understood that deployment schedule is in line with the Terms and Conditions of the Bid documents and acceptable to the Bidder.</p> <p>v) Confirm that the Bidder is registered with appropriate authorities in respect of Statutory levies like Service tax etc., EPF, PF, Gratuity, ESIC etc. as per applicable rules and possess valid PAN Number and clearing all dues as per the statues with the respective authorities.</p> <p>HPCL, at its own discretion will be at liberty to ask the supplier for submitting proof of having paid/incurred the charged statutory payments.</p>	<p style="text-align: center;">Confirmed</p>

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
vi. Confirm that you have understood that in case of any disclosure at a later date regarding your firm status being different, value having least cost impact, if any, shall be considered by HPCL with all risks and liabilities regarding the information on your account.	
vii) Please confirm that you have understood and accept the Liquidated Damages clause of the Un-Priced Bid format.	Confirmed
<u>B. PRICED-BID</u>	
i).Please confirm that rates have been quoted in accordance with satisfying minimum wages and per man month basis per Engineer.	Confirmed
ii) Quote prices only in the ONLINE priced bid.	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
<p>iii) Confirm that you have understood that Service Tax Specified in extras elements of the Unpriced Bid as % of unit rate shall be used for computation of Grand Total Amount (Basic +Others) for calculation purposes. Service Tax shall be paid on production of proof of having incurred such payment only.</p> <p>Applicable for non-body Corporate (Individual/HUF/AOP/FIRM)</p> <p>a.) In respect of the Services covered by this tender, where the vendor is Individual /HUF/Firm/AOP, the service tax liability will be discharged by Vendor and HPCL in the ratio of 0 % and 100% respectively. Hence vendor should mention his entity status along with necessary proof supporting the same.</p> <p>b.) Vendor should quote his applicable service tax rate if any separately and not as inclusive. Vendor should also indicate HPCL's service tax portion in the Bid, as payable by the Service recipient (HPCL). In case if the vendor quotes the rate "Inclusive of Service Tax" it would be considered as if the vendor has included his liability alone in the rate. Accordingly HPCL's liability would be loaded for evaluation purposes.</p> <p>iv) Confirm that you have understood that the bidder shall avoid corrections and overwriting in the priced bid.</p>	<p>Confirmed</p>

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

<p><u>02. Evaluation Criteria:</u></p> <p>As per Bid check list / Evaluation Criteria – Attachment 1 B and 1C</p>	Confirmed																	
<p>a. <u>Financial Turnover Criteria</u></p> <p>Average Annual Financial Turnover during the last 3 years, ending 31st March, 2016 should be at least INR 250 Lakhs.</p> <p>In case Bidders' financial statements are audited in calendar year, bidder's Average Annual financial turnover during the last 3 years, ending Dec, 2015 shall be checked against criteria stated in above.</p> <p><u>Please Attach Copies of supporting documents.</u></p>	<table border="1"> <thead> <tr> <th data-bbox="997 884 1167 1020">Financial Year</th> <th data-bbox="1167 884 1325 1020">Annual Financial Turnover in Rs.</th> <th data-bbox="1325 884 1471 1020">Copy Attached (Yes/No)</th> </tr> </thead> <tbody> <tr> <td data-bbox="997 1020 1167 1058"></td> <td data-bbox="1167 1020 1325 1058"></td> <td data-bbox="1325 1020 1471 1058"></td> </tr> <tr> <td data-bbox="997 1058 1167 1096"></td> <td data-bbox="1167 1058 1325 1096"></td> <td data-bbox="1325 1058 1471 1096"></td> </tr> <tr> <td data-bbox="997 1096 1167 1134"></td> <td data-bbox="1167 1096 1325 1134"></td> <td data-bbox="1325 1096 1471 1134"></td> </tr> <tr> <td data-bbox="997 1134 1167 1381">Average Annual Financial Turnover during last 3 years in Rs.</td> <td data-bbox="1167 1134 1325 1381"></td> <td data-bbox="1325 1134 1471 1381"></td> </tr> </tbody> </table>			Financial Year	Annual Financial Turnover in Rs.	Copy Attached (Yes/No)										Average Annual Financial Turnover during last 3 years in Rs.		
Financial Year	Annual Financial Turnover in Rs.	Copy Attached (Yes/No)																
Average Annual Financial Turnover during last 3 years in Rs.																		

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

b. Technical Evaluation Criteria: (Please attach separate sheet and submit, if required for providing more details). Please Attach Copies of supporting documents.

Applicants shall have experience of having successfully carried out and completed (#) similar work during the last 7 years ending 30.11.2016 which experience should be any one of the following & shall be supported with copies of P.O performed during last 7 years ending on 30.11.2016.

- d) Three similar completed works, each costing not less than **INR 334 Lakhs**
OR
e) Two similar completed works, each costing not less than **INR 417 Lakhs**,
OR
f) One similar completed work costing not less than **INR 668 Lakhs**.

(#) Similar work means Providing Field Engineers on temporary basis to any corporate body/organization.

Sl.No.	Type of Work	Name/Location of Party to whom provided	Year	Amount in Rs.	Copy attached (Yes/No)

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
<p>03. <u>Job Commencement/ Contract Period:</u></p> <p>Commencement/deployment of the required Services in time is the essence of this contract of which the Bidder has to take a special note.</p> <p>a) Contract Period shall be: One Year Only. HPCL reserves the right to extend the Contract for a further period of one more year subject to satisfactory completion of services and at its sole discretion on same rates, terms and Conditions.</p> <p>b) Deployment Period : Within 15 days of LOA/FOI/PO or as advised by HPCL.</p>	
<p>04. Payment Terms: - As per Clause-1 of Special Terms & Conditions.</p>	
<p>05. All the provisions of the scope of job/terms & conditions attached herein are accepted without any deviations. All the pages are stamped and signed. Contractor shall observe all statutory compliances.</p>	
<p>06. Bid Validity: The rates quoted are valid for 120 days from the date of opening of un-priced bid. In the event order is being placed on you, quoted prices shall remain firm and fixed till complete execution of the job.</p>	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
<p><u>07. Work Performance Bank Guarantee (WPBG)</u></p> <p>The successful vendor shall furnish Bank Guarantee equivalent to the 10% of PO value towards Work Performance Bank Guarantee, which shall be valid for 1 year defect liability period, and such instrument referred as WPBG shall be valid up to a period of 15 months (12 months + 3 months beyond the expiry of defect liability period). Demand Draft for both Security Deposit and WPGB (if the vendor decides to issue WPBG in terms of DD) shall be drawn on any Nationalized Scheduled "A" Banks, other than co-operative bank.</p>	<p>Confirm</p>
<p>08. Confirm that you are registered under Service Tax/Works Contract rules and the Service tax number is as given in here.</p>	<p>Service Tax No _____</p>
<p>09. Confirm that in the event of P.O. being placed on you and your noncompliance with the terms & conditions of the purchase order, owner will be entitled to procure/procedure the requirements from the open market at your risk cost and consequences.</p>	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
<p>10. <u>Liquidated Damages</u> Commencement & Completion of the job in time is the essence of this contract of which the Contractor has to take a special note. In the event of the Service Provider not commencing/Providing the activity as stipulated in the Clause Job Commencement/Completion Period :</p> <p>In case of delay in placement of services for execution of this order beyond stipulated delivery period, price reduction will be applicable @ 0.50% of the value of the undelivered items per week of delay or part there of subject to a maximum reduction of 5% of the basic order value of undelivered items.(item-wise penalty). Decision of the In-charge shall be final in this regard.</p>	
<p>11. <u>Integrity Pact</u>: Confirm that Integrity Pact as per Attachment – 6 has been signed and accepted. Please upload the signed, stamped and witnessed scanned copy of Integrity pact in online e-tender and please send the hard copy of the same at the address of MPSPL, Mumbai so as to reach the same before the time and date of unpriced bid opening.</p>	
<p>12. Confirm that if bid submitted by you qualifies but does not materialize into a contract because of you not being lowest, you will be prohibited from working as a sub-contractor for the contractor who is executing the contract.</p>	
<p>13. Confirm that <u>E-payment mandate</u> form (From Nationalised/Schedule Bank) duly filled has been enclosed on letterhead.</p> <p>In case the e-payment mandate form has already been submitted to our office earlier, confirm that self-authenticated copy for our references has been submitted.</p> <p>In case you are not submitting the E-Payment mandate please confirm that the same shall be submitted within a week of request from HPCL.</p>	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
<p>14. Confirm that you have not been banned or de-listed by any government or quasi Government agencies or PSUs.</p> <p><u>NOTE:</u> If a bidder has been banned by any Government or quasi Government agency or any PSU, this fact must be clearly stated along with relevant details. If this declaration is not given along with the un-priced bid, the tender will be rejected as non-responsive.</p>	
<p><u>DECLARATION</u></p> <p><u>(To be submitted along with the bid)</u></p> <p>We, M/s. _____ hereby declare / clarify that we have not been banned or de-listed by any Government or quasi-Government agencies or Public Sector Undertakings.</p> <p>Stamp & Signature of the bidder</p> <p><u>NOTE:</u> If a bidder has been banned by any Government or quasi Government agency or any PSU, this fact must be clearly stated along with relevant details. If this declaration is not given along with the un-priced bid, the tender will be rejected as non-responsive.</p>	
<p>15. Provide PAN Other Statutory details (License Number/validity date as per applicability). (Attach Photocopies) Please Note that PF/EPF Number and ESIC Nos. are required to be submitted.</p>	<p>PAN _____</p> <p>EPF No: _____</p> <p>ESIC No: _____</p>
<p>16. Please confirm that any of the Director of Bidder is a NOT relative of any Director of Owner and the Bidder is NOT a firm in which any Director of Owner or his relative is a partner.</p>	
<p>17. Owner reserves the right to make any changes in the terms & conditions of bid Document.</p>	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
18. Confirm that the Proprietor/ Director of the Bidder is not currently employed in any semi-governmental/ Government in Center or State/ Autonomous Government bodies/ Departments.	
<p><u>DECLARATION</u></p> <p><u>(To be submitted along with the bid)</u></p> <p>We, M/s. _____ hereby declare that the Proprietor/ Director/s of our Agency are not currently employed in any Semi governmental/ Government in Center or State/ Autonomous Government bodies/ Departments.</p> <p style="text-align: center;">Stamp & Signature of the bidder</p>	
<p>19. (a) Confirm acceptance in Toto of the Terms & Conditions Contained in the Bid Document. This includes All documents, commercial documents/ attachments/ sections of the bid document.</p> <p>In case, bidder inadvertently does not mention any deviations, but confirm the acceptance of terms and conditions as per declaration, it will be taken that bidder accepts all the terms & conditions of the tender documents.</p> <p>(b) In case of reservations, confirm that clause wise comments have been specified as an Annexure to this format.</p> <p>(c) All the terms & conditions have been indicated in this format (including Annexure, if any) and have not been repeated in the bid elsewhere.</p>	

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

DESCRIPTION	BIDDERS' CONFIRMATION
20. Confirm that Copy of the MoU of the Public limited Company enclosed.	
21. Confirm that Copy of Articles of Association and List of Current Directors in the Board is enclosed.	

NOTE: Contract value definition for purpose of Liquidated Damages

- (i) Material Supply Contract: The contract value would mean the total cost inclusive of taxes, levies, freight etc. unless and until specifically specified.
- (ii) Services/Jobs/Works Contracts: The Contract value would mean the total cost inclusive of taxes, levies and all other costs at which the contract is awarded but exclusive of value of items in scope of Corporation's Supply.
- (iii) Lump Sum /Turnkey Contracts: The contract value would mean the total cost and all other costs inclusive of taxes. Duties, levies, freight etc.

NOTE: In case of any ambiguity in our tender OR non –receipt of any tender attachment, please bring it our notice, before submitting the offer.

Hindustan Petroleum Corporation Ltd.
Mumbai Pune Solapur Pipeline

Commercial Terms & Conditions

I/We have gone through the contents of the tender document carefully. The information supplied by me/ us is / are/ true to the best of my knowledge & belief & nothing has been concealed there from & I/we shall abide by terms & conditions of tender.

28. BIDDER TO NECESSARILY FILL UP THE FOLLOWING:

NAME OF Proprietor/Partner/Director	HPCL ENQUIRY REF :
Type of firm:	
MOBILE No. :	OFFER REF : OFFER Date:
TELEPHONE Nos. with STD code :	NAME OF SIGNATORY (SIGNING BIDS):
	POSITION/DESIGNATION IN THE COMPANY
FAX No.	
e-mail address :	
NAME OF CONTACT PERSON :	BIDDER'S SIGNATURE:
	BIDDERS OFFICIAL SEAL:

ONLY SUCCESSFUL BIDDER NEEDS TO SUBMIT THIS FORM AFTER PLACEMENT OF ORDER. (Address where the form is to be submitted shall be provided in the Purchase Order). This form is meant for e-payment.

ON YOUR LETTER HEAD

E-PAYMENT MANDATE FORM (Nationalised/Schedule Bank)

To
The Hindustan Petroleum Corpn. Ltd.
Mumbai Pune Solapur Pipeline
HP Fuels Refinery, B D Patil Marg, Chembur
Mumbai-400074

Date:

Dear Sir,

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 Hindustan Petroleum Corporation Ltd. 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

Sl.No.	Description	Details
01	Supplier/Contractors Name (As per Bank Account)	
02	Supplier/Contractor Code	
03	Address (including Pincode)	
04	Controlling Office Name/SBU	
05	PAN	
06	E-Mail ID (Please give your active and the mostly used email ID as all transaction advices will be sent on this ID)	
07	Name of Authorized Person	
08	Contact Number/ Telephone/Mobile Number	

Signature/ Seal of the Applicant

ON YOUR LETTER HEAD
(Nationalised/Schedule Bank)

B. Particulars of Bank Account

Sl.No.	Description	Details
01	Bank Name	
02	Branch Name/Branch Code	
03	Branch Address (including Pincode)	
04	9 Digit MICR No. Of Bank & Branch (as appearing on the cheque)	
05	Account Number (as appearing on the cheque)	
06	Account Type (Savings/Current etc.)	
07	Account Held in whose Name (as appearing on the cheque book)	
08	IFCS code of the Branch (for RTGS)	
09	IFCS code of the Branch (for NEFT)	

Declaration

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 affected for reasons of incomplete or incorrect information or Banking delays, I shall not hold Hindustan Petroleum Corporation Limited and its assigns responsible. I also agree for printing of the bank details on the cheque or DD if the payment is affected by cheque/DD.

Thanking you,

Signature

Name of the Authorized Person/Stamp:

Banker's Signature:
(Regarding Validation of Bank Details only)
Name:
Designation
Stamp:

Hindustan Petroleum Corporation Ltd
Mumbai Pune Solapur Pipeline

Other Terms and Conditions

1. GENERAL

1.1. HPCL reserves the right to carry out capability assessment of the bidder including referral to in-house information.

1.2. Bids/EMD received after stipulated due date and time, due to any reasons whatsoever, including postal/ Courier delays will not be considered.

2. AMENDMENT OF BID DOCUMENT

At any time prior to the bid due date, the Owner may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document.

3. MODIFICATION AND WITHDRAWAL OF BIDS

No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication without any reason and at his own, his bid shall be rejected.



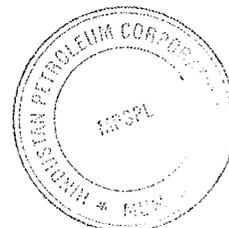
INTEGRITY PACT (IP)

BIDDERS ARE REQUESTED TO SEND THE DULY SIGNED/STAMPED INTEGRITY PACT (ALONG WITH SIGNATURES OF TWO WITNESSES) IN ORIGINAL AT THE FOLLOWING ADDRESS.

**DGM, MPSPL
MUMBAI PUNE SOLAPUR PIPELINE
H.P.FUELS REFINERY,
B.D.PATIL MARG,
MAHUL,
MUMBAI- 400074**

Note: PLEASE ENSURE TO SUBMIT THE HARDCOPY OF INTEGRITY PACT AGREEMENT AT THE ABOVE MENTIONED ADDRESS BEFORE THE DUE DATE & TIME OF OPENING OF UNPRICE BID. SCANNED COPY OF THE SAME TO BE UPLOADED AT THE SPECIFIED PLACE IN THE E-TENDER.

PS





INTEGRITY PACT

Note to Bidders:

Effective 1st Sept 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.**

Integrity Pact is a Pact between HPCL (as a procurement) on one hand and the prospective bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the Corporation.

The Integrity Pact duly signed by the authorized official of HPCL and the Contractor, will form part of this contract / supply order.

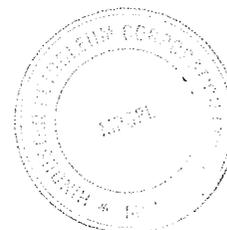
Agreement to be handed over **pre-signed** by HPCL representative at the time of sale/issue of tender documents to the vendors.

Integrity Pact (IP) form to be received from the bidder duly signed along with the technical bid. **This document should also be pre-signed by authorized representative before handing over to bidder.**

Proforma of Integrity Pact (which is issued along with the bidding document shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.





AGREEMENT
(Under Integrity Pact)

No.
Dated:

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub:

Ref. Tender no.

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) 120 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 120 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

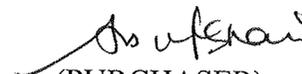
HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

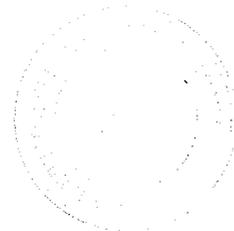
If Bidder fails to honour the above terms and conditions, HPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

(BIDDER)

Yours faithfully


(PURCHASER)





PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 201., between, on one hand, Hindustan Petroleum Corporation Limited acting through Shri. Arup Shai- DGM, MPSPL (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure.....
(Name what is being procured) and the BIDDER/Seller is willing to offer/has offered the (State what is being offered).

WHEREAS the BIDDER/SELLER is a private company/ public company/
Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Indian/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party

AS





related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to SBU Head or concerned Functional Director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

2.1 The BUYER will exclude from the process all known prejudiced persons.

2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

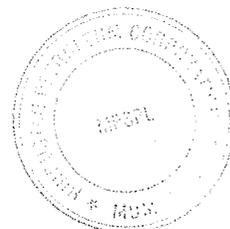
Commitments of Bidders

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for

A





showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial

A





interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.

4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

5.1. While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified In RFP):-

- (i) Bank Draft or a Pay Order
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument (to be specified in RFP).

5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.





6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER.

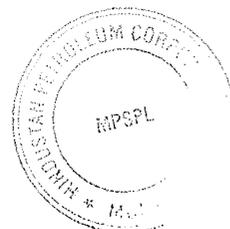
(vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

A





6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

a) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.

b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.

c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

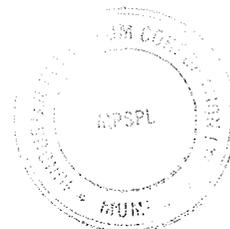
8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission Shri Ramesh Chandra Panda (C/O The Company Secretary, HPCL, 6th floor, Petroleum House, 17 Jamshedji Tata Road, Churchgate, Mumbai-400020).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

A





8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.

8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the

A





BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at _____ on _____

Arup Shai

BUYER

Name of the Officer: Arup Shai
Designation: DGM, MPSPL
HPCL

BIDDER

Name of the Officer
Designation
Name of the Organisation/Dep/
Ministry/PSU

Witness

1. *[Signature]*
2. *[Signature]*

Witness

1. _____
2. _____



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/ 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 conforming to practices, procedures applicable rules and regulations relevant in that behalf.

2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.

2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.

3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.

3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.

3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job

whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.

3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.

3.7 Owner reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.

3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. 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 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. 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 upto ₹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 upto a period of 3 months beyond the expiry of defect liability period.

Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

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 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-in-Charge/Site-in-Charge every facility and assistance to carryout 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 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-In-charge/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 willful 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 subcontractor 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 subcontractor.

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.

V. Contractor shall at his own expense cover all the workmen engaged under him under “Pradhan Mantri Surksha Bima Yojana (PMSBY)” and submit proof of the same to HPCL.

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 to 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 models, 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 (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/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 upto 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 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.

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 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 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 constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "Mumbai" for all purposes. The Arbitration shall be held at "Mumbai" and conducted in English language.

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

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 ₹1.00 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.

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

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,
(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

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

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

Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____

-
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
 3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
 4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
 5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
 6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
 7. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed `
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*



8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

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

_____ Bank

(by its constituted attorney) (signature of a person authorized to sign on behalf of "the Bank")

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

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
 (Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on 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 goodsto/execution of services for "the Corporation" and "the Corporation" having agreed :

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

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

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

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

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.



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

For Bank
(by its constituted attorney)

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

ANNEXURE - 12 (SPECIMEN)

12. BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

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

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

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



- 4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

- 5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

- 6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.

- 7. We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".

- 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

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

For Bank
(by its constituted attorney)

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

ANNEXURE - 13 (SPECIMEN)

13. BANK GUARANTEE FOR SECURITY DEPOSIT

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on 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"; and "the Corporation" having agreed with "the supplier" to accept Bank Guarantee for the security deposit.

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

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



before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

- 4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5. However, it has been agreed between "the Supplier" and "the Corporation" Bank Guarantee for security deposit is Valid upto a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. _____ dated _____.
- 6. Not withstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed `
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.
- 7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
- 8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
- 9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this

..... day of

For Bank
 (by its constituted attorney)
 (Signature of a person authorised



to sign on behalf of "the Bank")*

Tips for successful bid submission in the HPCL e-Procurement platform

Thank you, for your interest in bidding for HPCL tender in the E-procurement platform. It is designed to ensure security and confidentiality of bids till bid opening and provide transparency after bid opening.

There have been few instances of vendors are not being able to submit their bids for various reasons. Based on our experience, we have compiled a list of all probable reasons due to which either vendors miss out on submitting their precious bid or end up submitting defective bids. Needless to mention, the most likely reason is attempting bid generation in the last hour. **Thus it is recommended to start the Bid Preparation process well in advance.**

We hope this set of handy tips will help you avoid the usual pitfalls at initial stage and submit a perfect bid smoothly in the platform.

Tip 1:

❖ Ensure to keep System ready in advance

For 1st time users, ensure the below points are taken care

- ✓ Class IIB or Class IIIB digital certificate issued on organization, is in hand.
- ✓ Download Signing Utility for Signing and encryption, from “Utility” tab.
- ✓ Install latest JAVA in local machine.(Mostly pre-installed in all Windows PC).
- ✓ Install Drivers for e-token

Tip 2:

❖ Internet Explorer browser 7 or above – Compatibility mode

- ✓ Remember to work with only **Internet explorer 7** or above browser. Preferably, keep browser in compatibility mode. (IE>>Settings>>Compatibility view settings).
- ✓ DO NOT access site in Google Chrome/Mozilla Firefox or Safari, to avoid issues.

Tip 3:

❖ Start the process in advance. Submit bids in advance, Rates can be revised later

- ✓ Upload the Digital Certificate and get it validated by HPCL in advance.

- ✓ DO NOT wait for DC validation, for initiating bid preparation. Generate Technical bid and priced bid file in advance.
- ✓ Keep the supporting document ready in PDF format only.
- ✓ Bids can be submitted once DC validation is completed.

Tip 4:

❖ **EMD submission: EMD should reach to HPCL prior Tender due date.**

- ✓ Submit EMD well in advance through **online (Net banking)** or by way of Demand draft/ Bank Guarantee.
- ✓ While uploading EMD Exemption Certificate (for MSME vendors etc), browse only signed pdf of Exemption certificate.
- ✓ Use online EMD payment option, for faster EMD submission, and EMD refunds.

Tip 5:

❖ **Enter Taxes and Extras in proper format.**

- ✓ Enter taxes ONLY in **percentage** terms and never in “Per Unit” basis.
- ✓ Define various tax elements in **proper sequence** for correct calculation of delivered cost.
- ✓ Only **Extras** like Freight, third party Inspection etc., may be entered in **Per unit** basis.
- ✓ Check total **Derived cost** on screen and in Priced Bid Pdf, before bid submission

Tip 6:

❖ **Simply generate the Technical bid pdf / Price bid pdf. Digitally sign & encrypt. Keep Signed file for records and “encrypted” file for submission.**

- ✓ DO NOT browse signed PDF while filling responses.
- ✓ It is NOT required to take a print of the Tender Document.
- ✓ It is NOT required to physically sign on all pages of the tender file.
- ✓ It is NOT required to scan the signed tender document and upload the same.
- ✓ DO NOT quote zero rate, in case you do not want to quote for optional items.

Tip 7:

❖ **Save the work by working on Tab - “Work without attaching doc”. Esp., in tender having more than 50 items.**

- ✓ Option for saving work is available only in “Work without attaching doc” tab.

- ✓ Enter all the necessary technical responses in the form provided and click on “Save work on local machine” button for saving the “XML” file.
- ✓ Browse the latest “XML” file only while working on “Update Values from local computer” option.
- ✓ Note: During this process any data entered does not get captured in the server.

Tip 8:

❖ **Always keep “Latest bid” for records.**

- ✓ Technical bid pdf and priced bid pdf can be generated any number of times. Bid may be submitted any number of times.
- ✓ Always remember System will allow Bid submission only for the latest generated document.
- ✓ If bid submitted for more than one time, only latest bid will be considered for evaluation purpose by the system.

Tip 9:

❖ **“REGRET” option for Bid withdrawal.**

- ✓ Option for bid withdrawal is available till tender due date even when the bid is already submitted/ is in preparation stage.
- ✓ Though “regret” is submitted, Bid submission option is available till tender due date.
- ✓ “Regret” will be considered as *submitted response* against the tender.

Tip 10:

❖ **Size of the bid must be less than 45 MB**

- ✓ Keeping bid size small will help in faster Bid submission.
- ✓ The current session out time is 20 minutes. *Must Save work before 20 minutes.*
- ✓ To keep the size of the bid document small,
 - Scan the documents in low resolution, preferably 150-200 dpi where the data should be legible.
 - Scan in grayscale and not in color to reduce file size.
 - For large drawings, scan files in jpeg format and later convert same to pdf format.

Tip 11:

❖ **Raise online “Query” for any technical clarification regarding Tender.**

- ✓ Every tender has query start date and query end date (specified in the first page of the tender document). Query can be raised within this range only.
- ✓ So starting bid preparation in advance will facilitate to raise query and get reply within time.

Tip 12:

❖ **Generate password in advance for Reverse auction event.**

- ✓ To participate in Reverse Auction event, work only on RA link, as below <https://etender.hpcl.co.in/eProcRA/VendorLoginInput.action>
- ✓ Follow the steps given on RA page for password generation.
- ✓ Password generation for RA to be done only with HPCL's "Signing Utility".
- ✓ **Generate password well in advance**

Tip 13:

❖ **HPCL E-Procurement Helpline No: 022 41146666**

- ✓ For any technical queries related to operation of the portal, send mail to eprochelpdesk@mail.hpcl.co.in OR call us at **022-41146666**.
- ✓ The helpdesk support is available 6 days a week from **8 AM to 8 PM** (except public holidays).
- ✓ Must seek help at least two to three days (min) in advance, to avoid last minute disappointment.

Supplementary Section on Bid Submission

The two broad classification of tenders for generating bid document, be it "Pre-qualification bid" or "Technical/ Priced bid are as follows:

1. Low value tender having 20-50 items and limited uploads/questions

For Low value tender, "No of items" where rate is to be entered is very limited and there are less no. of questions, vendors can directly work on Prepare tender >> Generate Technical and Priced bid >> Attach document and generate envelope.

Bid generation and submission

Go to Generate Technical and Priced bid >> Attach Document and Generate envelope.

- a. Fill responses, upload documents (pdf only), give Prices and Taxes etc and click on “Generate technical bid”, followed by “Generate Priced bid”.
- b. Save Technical Bid Envelope and Price bid envelope in local machine.
- c. Check the bid documents for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.
- d. No provision will be available for saving the work in this option. So for Bid resubmission/any other modification, responses/forms/rates etc have to be entered for all items again.
- e. **Keep “signed” file for records and “encrypted” file for submission**

While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.

2. **Moderate to high value tender having more than 50 items and other uploads**

For moderate to high value tenders (having more than 50 items), the method mentioned above can be risky as there is no option to save interim work. Further the session out time for application is 20 minutes, which means if “generate bid” button is not clicked within 20 minutes of landing in the page the work done will be lost.

The method for “**Saving work**” is as below:

- a. Click on Prepare tender >> Generate Technical and Priced bid >> “Work without attaching document”. Here enter the rates/ responses etc, except for uploading the documents. Once adequate entries are made click on the tab “Save work on local computer”, show the path and save the file in local machine.
- b. Now click on “Update Values from Local Computer” and show path of the saved file. The rates and responses will get populated till the previous work done.
- c. The saved values can be edited and Rates/response can be filled up for balance items/sections. Again save the work. **Work can be saved as many times as required.**
- d. While updating values from local computer, always browse only latest generated saved work file.

Bid generation and Submission

- a. Once all the rates/responses are finalized, click on the tab “Generate Technical and Priced bid envelope >> Attach doc and generate envelope.
- b. Click on the tab at the bottom of screen “Update value from local computer”. **Remember to upload only the latest generated files.**

- c. On uploading “save work” file, all the item rates/ responses will be populated against appropriate section. Also in the same page, browse the documents (pdf only) to be uploaded if any.
- d. After checking entered rates/ response sheet and uploaded supporting documents, click on “Generate technical bid envelope” followed by “Generate Priced bid envelope”.
- e. Save the PDF files of technical and price bid envelope.
- f. Check the pdf document for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.

Keep “signed” file for records and “encrypted” file for submission.



AGREED TERMS AND CONDITION

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	1.Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly mentioned here.		-	No
2	2.Technical		-	No
3	A. Acceptance of specifications and scope of job as per tender enquiry.		-	No
4	B. In case of deviation, confirm that the same has been highlighted separately.		-	No
5	Commercial Terms and Conditions :a) Confirm acceptance of attached instructions to Bidders and Terms & conditions.b) In case of deviations, confirm that clause wise comments have been indicated.		-	No
6	3.Firm Prices- Confirm quoted prices will remain FIRM and Fixed till complete execution of the order.		-	No
7	4.Delivery period- Confirm acceptance of delivery period as indicated in the tender documents.		-	No
8	5.Delayed Delivery OR Liquidated Damages- Confirm your acceptance for delayed delivery clause as per the attached Terms and Conditions.		-	No
9	6.Payment terms- Confirm acceptance of payment terms as specified in the attached Terms & Conditions.		-	No
10	7.Security deposit and Performance Bank Gurantee- Confirm acceptance of the SD and PBG clause mentioned in the attached Terms and Conditions and that SD and BG will be furnished accordingly.		-	No
11	8.Part Order Quantity- Confirm acceptance for Part order quantity.		-	No
12	9.Validity- Confirm that your offer is valid for 120 Days from due date OR extended due date of the tender.		-	No
13	10.Terms and condition- Confirm acceptance of attached instructions to Bidders and Terms and conditions.		-	No
14	11.PSU- Indicate whether you are a Govt. Of India Undertaking.		-	No
15	12. for NSIC units		-	No
16	i)Are you registered with NSIC (copy of registration to be attached if applicable)		-	Allowed
17	ii)NSIC Registration Certificate is valid up to (provide date)		-	No
18	iii)In case registered withNSIC, please confirm whether the quoted item is included in the registration certificate. Please also provide the value limit given in NSIC certificate.		-	No
19	13.In case of delay in Delivery beyond contractual Delivery Date		-	No
20	i)In case of delays in supplies beyond contractual delivery date for reasons attributable to Bidder, please confirm that any increase in Statutory levies / duties / taxes will be to Bidder's account and any decrease shall be passed on to Owner.		-	No
21	ii)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 Bidders account.		-	No
22	14.Confirm acceptance of ARBITRATION clause.		-	No
23	Please confirm on award of this contract you will be able to supply the manpower in the any of our locations of MDPL/ MPSPL/ VVSPL/ RBPL/ RBhPL/RKPL/MHMSPL or any other pipeline location of HPCL		-	No
24	IMPORTANT NOTES : i) In case of any contradiction, the information filled by the Bidders in this Agreed Terms & Conditions shall prevail. ii) Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder.		-	No
25	15.Contact Details		-	No
26	Name of Contact person		-	No
27	Contact no (Mobile no)		-	No
28	Land line Phone number		-	No
29	Phone number residence		-	No
30	Fax number		-	No
31	Address of Regd office		-	No
32	16.ENTITY STATUS INDICATE YOUR COMPANY'S ENTITY STATUS		-	No
33	Corporate Entity-Public Limited, Private Limited Or Non-body Corporate - Individuals-Hindu Undivide Family-Partnership Firms- Association of Persons(AOP). Please indicate your entity status here		-	No
34	Whether quoted as Sole bidder/JV/Consortium		-	No
35	In case , offer is submitted by Consortium/JV, please furnish Consortium agreement along with responsibility matrix of each member of consortium		-	Allowed
36	In case , offer is submitted by Consortium/JV, Power of attorney signed by legally authorized signatories of all the members evidencing authorization to one of the member as nominated as prime.		-	Allowed
37	17.Reverse charges on Service tax is applicable to this tender. In respect of the Services covered by this tender, where the bidder is Individual /HUF/Firm/AOP,the service tax liability will be discharged by Vendor and HPCL in the ratio of 0%:100%. Hence bidder should mention his entity status along with necessary proof supporting the same. Please confirm.		-	No
38	18.BELOW TWO CLAUSES ARE MEANT ONLY FOR MSE PARTIES.		-	No
39	MSE :-If your company/establishment is registered as a Micro or Small enterprise under MSMED Act, 2006, please upload a notarized copy of the MSE Registration Certificate.		-	Allowed
40	Please confirm you will submit the original MSE registration certificate If required by HPCL.		-	No

41	19.HPCL will follow the purchase policies as per the prevailing guidelines of Govt of India		-	No
42	20.Towards service tax / VAT quoted , bidder would be required to submit tax invoice (with service tax / VAT registration number) at the time of payment (in case job is awarded to the bidder).		-	No
43	21.Irrespective of taxes/duties quoted by bidder in the tender, bidder shall be fully responsible 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. as per clause 7d of General Terms & Conditions of the tender.		-	No
44	22.Bidders to note that in case you are not quoting taxes extra in the on line tax sheet (ie incase bidders quoted rates are inclusive of taxes) , no statutory variations will be granted.		-	No
45	23.PLEASE CONFIRM THAT YOU HAVE SENT DULY SIGNED INTEGRITY PACT (ALONG WITH SIGNATURES OF TWO WITNESSES BY POST/COURIER TO HPCL, MPSPL MUMBAI (AT HP REFINERY MAHUL ADDRESS) AND SHOULD BE RECEIVED BY HPCL BY TENDER DUE DATE AND TIME.		-	No
46	24.Please confirm that you have read & understood the clauses pertaining to taxes & duties in e Tender Terms of the tender and have quoted accordingly. Statutory variation in taxes / duties shall be governed by clause 7 d of General Terms & Conditions of the tender.		-	No
47	25.Please upload Duly signed and witnessed scanned copy of Integrity Pact agreement available in the tender document. Please note your failure to upload Integrity pact agreement may lead to rejection of your bid. Pls submit the hardcopy of IP agreement at the adress as advised in tender document before the time and date of unprice bid opening.		-	Mandatory
48	26.Bidders Documents		-	No
49	Please upload duly filled and signed and scanned bidding checklist here		-	Mandatory
50	Please upload copy of PAN Card here		-	Mandatory
51	Please upload the copy of service tax Registration no		-	Mandatory
52	Please upload the copy of PF account no /registration no		-	Mandatory
53	Please upload the copy of ESIC Registration/certificate		-	Mandatory
54	Upload duly filled and signed and scanned commercial terms and conditions Attachment 8 of tender document here. Attach supporting documents wherever necessary.		-	Allowed
55	Please upload the scanned copy of power of attorney in favour of signatory of the bid		-	Allowed
56	Please submit the documentary evidence of having deployed the manpower in corporate sector especially in any PSU / Govt. during the last three years		-	Mandatory
57	Upload supporting document if necessary		-	Allowed
58	Upload supporting document if necessary		-	Allowed
59	Upload supporting document if necessary		-	Allowed
60	Upload supporting document if necessary		-	Allowed
61	Upload supporting document if necessary		-	Allowed
62	Upload supporting document if necessary		-	Allowed
63	Upload supporting document if necessary		-	Allowed
64	Upload supporting document if necessary		-	Allowed

**BQC DOCUMENTS**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Bidders are requested to upload the mandated supporting documents as mentioned in pre qualification criteria clause 7 of Attachment-1C		-	Mandatory
2	Bidders are requested to upload the mandated supporting documents as mentioned in pre qualification criteria clause 7 of Attachment-1C		-	Mandatory
3	Bidders are requested to upload the mandated supporting documents as mentioned in pre qualification criteria clause 7 of Attachment-1C		-	Mandatory
4	Bidders are requested to upload the mandated supporting documents as mentioned in pre qualification criteria clause 7 of Attachment-1C		-	Allowed
5	Any commercially related data sheets pertaining to this tender may be uploaded here		-	Allowed
6	Any commercially related data sheets pertaining to this tender may be uploaded here		-	Allowed

Tender No. : 16000138-HD-11577



Tender Published On : 02-Jan-2017 10:03

Integrity Pact				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.