

## **SPECIAL TERMS AND CONDITIONS**

**(TO BE READ IN CONJUNCTION WITH GENERAL TERMS AND CONDITIONS OF TENDER)**

1. This tender is for standing works contract for supply and installation of Canopies at various retail outlets under control of the four regional offices located at Chennai , Trichy , Coimbatore and Madurai in the state of Tamilnadu & Pondicherry under Union Territory of Pondicherry. The scope of work shall be as per attached job schedule.

The value of jobs planned for awarding for four regional offices is approximately 2 Crores

Selection of vendors will be based on the lowest offer received and jobs shall be allotted to a single party which is the lowest quoted L1 party.

2. The contract is valid for a period of ONE YEAR from the date of LOI.

3. COMPLETION PERIOD AND LIQUIDATED DAMAGES:

a) Completion period shall be as follows

Fabrication, Erection & commissioning of canopy including foundation work: - 2 Months

b) After issuance of the work order, under some special circumstances, the Corporation may advise postponement of commencement or to carry out the work in stages, in which case the time of completion shall be extended suitably depending upon the actual delay / interruptions caused. The Corporation will not however be liable under any circumstances for payment of compensations of any nature to the contractor for such delay or interruptions.

c) The liquidated damages for delay in completion of each individual work shall be 0.5% per week delay or part thereof beyond schedule date of completion subject to maximum of 5% of individual work order value.

d) If the contractor fails to complete work within the completion period or does not show sufficient progress as per time schedule fixed for completion of the work, the Corporation can terminate the contract by giving 15 days notice by a registered letter and get the full or remaining job done through any other contractor at higher rate and recover the difference from the Contractor's pending bill / security deposit. If the work is done through any other contractor at the same rate, the Corporation shall in that event forfeit party's initial security deposit and the party will not be considered for future jobs.

e) The contractor, if they so desire can make an application sufficiently in advance before the completion time, if they anticipate any obstacle / Hindrances in completion of their work, before the scheduled date of completion. Any application received beyond this date shall not be considered. The Corporation however shall not be bound to give any extension of time if the delay is on the part of the contractor.

#### 4.0 DEALING WITH OUTSIDE PARTIES:

- a) The contractor should purchase all materials from the market which they require for the work allotted to them in case or credit in their own firms name only.
- b) If any material has been purchased by the contractor on credit and payment is not cleared, Corporation on receipt of such complaint from any party can recover the amount from contractor's pending bills or a security deposit, on account of non-clearance of such transactions where corporation's name / dealing is likely to be adversely affected and may make the payment to the concerned party.
- c) Contractor in their own interest should purchase material from the authorized sources and should fulfill all their obligations of all taxes etc. If the Corporation has reasons to believe that any material has been brought to its premises from unauthorized sources, the corporation can refer the matter to police for verification.
- d) The contractor can be debarred from Corporation and security deposit shall be forfeited for such lapses.

#### 5.0 COMMENCEMENT OF WORK AND REFUSALS

- a. The contractor shall have to start the work within 15 days from the date of issue of work order or advice to commence the work.
- b. If the contractor is unable to start the work due to preoccupation for Corporation's work elsewhere and accordingly inform promptly to the Sr. Manager-E&P, SZ of his inability to take up the work in hand and if the Corporation is satisfied, the initial date for commencement of work can be extended by the Corporation.
- c. If the contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reasons for not starting the work in time or if contractor refuses to carry out the work due to any other reason, the corporation can cancel that work order by giving a registered notice after the expiry of the specified period as per the order and the same work shall be carried out by any other contractor at his entire risk and cost and consequences.
- d. In the event of two such cancellations for two different works during the contract period, the initial Security Deposit shall be forfeited and the standing contract shall be cancelled forthwith.

#### 6.0

- a) Schedule of rates shall be read with work description, relevant specifications, and instructions to tenders, other special terms and conditions including relevant drawings.
- b) Anything contained to the contrary, the work description shall supersede the specification and drawing.
- c) Anything contained to the contrary the special Terms and Conditions will also supersede instructions to tenderers particular conditions of contract or stated elsewhere.
- d) The corporation reserves the right to appoint more than one Contractor and distribute the works among the contractors as deemed necessary by the Corporation.
- e) The quantum of work during the contract period can not be guaranteed by the Corporation and will not be binding in any way what-so-ever.

#### 7.0 SPECIAL CONDITIONS:

(i) Since the work is to be carried out in running retail outlets also, the work is likely to be hampered/delayed due to operational reasons. No claims on account of the above and any other reason whatsoever shall be entertained by the Corporation and work shall be

completed by the contractor within the stipulated period considering the above conditions also the Corporation shall not pay any compensation whatsoever for idling of labour/equipment.

(ii) Acceptance of the facility/facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the contractor has fully discharged all his obligations in terms of all the contract documents.

Facilities dismantled/Damaged while executing the works shall be restored to its original condition without any extra cost the corporation.

#### 8.0 TESTING OF MATERIALS:

Testing of adequate number of samples of various materials in line with relevant standards shall be carried out by the Party at their cost. The details of tests to be carried out are given in the attachment to this Section. The testing shall be carried out at an approved Laboratory. Wherever applicable, party shall also submit manufacturer's test Certificates.

#### 9.0 **TERMS OF PAYMENT**

Payment terms for the running account bills shall be:

75% of the bill amount duly recommended by consultant / user shall be paid in 7 days of receipt of bill.

Balance 25% to be paid after verification / certification in 15 days of receipt of bill.

In any case, the final bill payment shall not exceed 30 days.

Note: The Consultant / User / Finance whoever may be receiving the bill first, from the contractor shall acknowledge it for the date of receipt. It is this date from which the stipulated number of days as mentioned above shall be reckoned.

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. OR Performance Bank Guarantee for 10 % of Total PO value shall be accepted which shall be valid upto a period of 3 months beyond the expiry of Defect Liability period.

#### **PART RATE PAYMENT:**

<b>Sr No.</b>	<b>Description</b>	<b>Payment Schedule</b>
1.	Reinforcement steel and structural steel	50% against delivery of material at site. Balance on job completion
2	Luminaries	50% against delivery Of material at site. Balance on job completion

3. Canopy roofing/false Ceiling materials 50% against delivery of material at site. Balance on job completion

10. The contractor shall execute an Indemnity bond as approved by EIC, against any theft, loss or damage to the materials. Losses arising out of any act shall be borne by the contractor.

11. The EIC reserves the right to satisfy himself on the quality/quantity of the materials before recommending payment. Manufacturer's test certificate/Lab Certificates of materials asked for shall be furnished by the contractor as desired by EIC.

12. The project is subject to inspection by various audit/vigilance agencies of government of India/ Hindustan Petroleum Corporation Ltd., if any inspection of works is carried by such agencies, Contractor shall extend his full cooperation to these agencies in examining records, works etc. On inspection by such agencies, if it is pointed out that Contractor has not carried out work according to guidelines laid down in the tender document and also if any recoveries against some items is pointed out therein, the same shall be recovered from Contractor's R/A bills / final bill. The items under dispute shall not be paid in full till inspection agency gives their No objection report.

### **13.CEMENT**

1. Cement required for execution of jobs contained in this tender shall be arranged by the contractor at his own cost. Cement shall be 53 Grade OPC unless otherwise specified.

2. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards Penal recovery for under consumption of cement shall be @ **Rs.9000/- per MT.**

3. The contractor will be required to maintain a stock register for receipt, issuance and daily consumption of cement at site. Cement shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE. Cement not consumed within three months after bringing to site, shall not be used and shall be removed from site with written permission of engineer-in-charge.

4. All the running bills as well as the final bills shall be accompanied by cement consumption statements.

5. Contractor shall construct suitable temporary godown at site for storage of cement under his lock and key The Contractor will be fully responsible for safe custody of cement. HPCL will not entertain any claims by the contractor for theft, loss or damage to cement. Contractor shall not remove from the site, cement, at any time without the consent of EIC.

### **14. STEEL**

1) Entire quantity of reinforcement steel required for the projects shall be supplied by contractor. HPCL shall not supply any steel and contractor's quotation should include the cost of same wherever necessary. The contractor shall make arrangements at his cost for unloading, storage of steel in open duly fenced with locking arrangements.

2) The quantity of steel reinforcement or structural steel shall be calculated based on the theoretical unit weight as per IS code. The quantity of steel shall be taken as the quantity required as per design or as authorized by Architect / Consultant / HPCL's Engineer including authorized lap lengths/ chairs etc. No further claim towards additional wastage due to lap length / full length bars / binding wire or any other consideration shall be entertained.

3) For the purpose of Billing and Accounting only linear measurements will be taken any any difference in weight based on linear measurement and actual weight shall be to contractor's account. Quoted rates shall be deemed to include the above and the wastage. No claim whatsoever shall be entertained on account of wastage and difference in weight as referred to above.

All binding wire required for tying the reinforcement in position etc. will be supplied by the contractor. Cost of this binding wire and the labour to be included in the item.

A) Steel brought to site must have manufacturer's test certificate. However, if felt necessary, EIC reserves the right to get the same tested in a recognized approved laboratory at the risk and cost of the contractor.

B) The contractor will be required to maintain a register for recording details of steel received, steel utilized and balance on any day.

C) In every case, it shall be contractor's responsibility to ensure quality of the steel procured by them.

### **15. WATER AND POWER:**

Water and Power required for construction works and workmen shall be arranged by the contractor at his / her own cost.

16. Contractor to assist the clients in obtaining the water/drainage connections for the Retail outlet by submitting necessary application and work completion certificates etc.

17. All water proofing works included in the scope of the tender shall be carried out by specialized agencies. Party to submit guarantee in suitable format for a period of 10 years. Similar guarantee shall also be submitted for Anti Termite treatment.

18. Approved makes/brands are specified in the tender for various materials to be used in the construction. It is the responsibility of the Party to ensure that materials of best quality and genuine make are procured for use in works. Decision of HPCL with regard to selection of any of the brands/makes stipulated in the tender shall be final.

19. In case of any ambiguities in the tender with regard to the terms and conditions and specifications stipulated, the decision of HPCL shall be final and binding.

20. Retention Money: The condition regarding retention money is guided by clause no. 7C and clause No. 11 of general terms and conditions. The defect liability period will be 12 months from the date of completion.

21. HPCL reserves the right to reject any or all bids without assigning any reason. Also Bids of agencies who are currently working with HPCL, South Zone against earlier Public tenders for standing works contract for any of the four southern states and whose performance has not been satisfactory are liable for rejection. Decision of HPCL shall be final and binding.

### **22. PRICE**

The tenderer is required to quote 'Uniform Percentage Rate' applicable to the entire set of base rates ( against the all inclusive schedule of rates furnished by HPCL or the financial limit of the item ) mentioned in the tender. The Bidder to quote their offer in terms of percentage (%) " Zero " ie At par ( or ) " + [ \_\_\_\_ ] " for above par (or) " - [ \_\_\_\_ ] " for below par.

The rates should be quoted should be inclusive of all applicable taxes like VAT, ED , etc in case of supply & service tax in case of transportation, installation & commissioning.

The contract value of the order to be finalized is on all inclusive financial limit basis , the evaluation of the bids shall be carried out on over all basis .

Form 'C' will not be issued by HPCL , hence VAT / Sales Tax to be quoted without form 'C'

. The Bidder to quote their offer in terms of percentage (%) " Zero " ie At par ( or ) " + [ \_\_\_\_ ] " for above par (or) " - [ \_\_\_\_ ] " for below par.

As the offered Schedule of Rates are all inclusive , the bidders shall not be paid for any taxes .If taxes are quoted in Techno Commercial Bid / Quote ,the same will not be considered for evaluation.

#### INSTRUCTIONS FOR e- TENDER PRICE BID

The Bidder is required to quote uniform 'Percentage Rate' applicable to base rates, ie Schedule of Rates furnished by HPCL thru the un-priced bid of the tender. The Bidder to quote their offer in terms of uniform % as

(a) " Zero " ie At par

[ or ]

(b) ( or ) + X for above par

[ or ]

(c) - X for below par

Bidders to quote their " uniform percentage offer " to the base rates as furnished by HPCL as per the example as under.

The offer to be furnished against ,

Deviation in percentage ( use 0 for at par ) = 0 (or) + 5.0 (or) - 5.0

The offer to be entered as per the format shown as above only . Offer to be pre-fixed with + (or) - sign as above . Do not put the % sign after the numerals , if % sign is entered in the field then the system will convert the same to as percentage . (Eg :- + 10 % will be read as + 0.10 as absolute value.

Similarly the entry of any other special characters in the field like brackets eg . ( ) , [ ] , etc., along with your offer will get converted as , ' Zero ' offer .

Hence request you to please enter your offer only in the format as shown in the example as above . In case if the offer value is entered in any other mode , other than the methodology

shown as above , then the offer as computed by the system will be considered .

Other than the offer value as above , against field, “ Deviation in percentage ” , any other entry in the other fields against taxes and others will not be considered.

### 23. TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION

Bidder to furnish the details of Tax , which shall be considered as included in the base rates .

Bidder required to furnish the details of Tax , in the following table.

Sr.No	Description	Applicable Tax %
1	SALES TAX / VAT	
2	SERVICE TAX	
3	WCT	
4	OTHERS (Specify)	

Note : Percentage Taxes should be clearly mentioned in the space provided above

Bidder / s should not mention as ‘Extra’ or ‘ At actuals’ against any tax.

The Tax details furnished as above shall be considered as included in the Base Rates, there will not be any extra payment towards taxes.

### 24. VALIDITY OF OFFER

The offer validity shall be 90 days from the date of opening of the un priced bid.

### 25) VALIDITY OF PURCHASE ORDER

Order finalized on any of the Vendor will be valid for one year from the date of Purchase Order.

### 26. EMD

**EMD Rs.4,00,000/- (original instrument: DD/Pay order/ Banker’s Cheque OR Bank Guarantee only for EMD) / EMD exemption document (as specified above) should be kept in separate envelope (superscribed with tender number, job & due date) and should be deposited by tender due date / time 30.09.2011 1500 Hrs, in the tender box provided in the office of Sr.Manager-Purchase-Retail SBU HINDUSTAN PETROLEUM**

**CORPORATION LIMITED, GMO-SZ, 4th Floor, Thalamuthu Natarajan Building, 1, Gandhi Irwin Road, Egmore, Chennai - 600 008.**

Exemption from EMD:

Units registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD for the item tendered and subject to .,

Registration certificate being valid as on date of quotation.

Technical Bid is accompanied by a photocopy of valid NSIC Registration Certificate / Review Certificate.

Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.

Public sector undertaking and Units registered with NSIC may also send the hard copy of EMD exemption document by post to Senior Manager - Purchase at the address mentioned above by tender due date/ time (they would also be required to upload the scanned document while on – line bidding). 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 / banker's cheque or bank guarantee) OR EMD exemption document ( self declaration in case of Public sector undertaking OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same.

Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.

The EMD is liable to forfeited or parties who have opted for exemption from submitting the EMD , shall be barred for a period of one year from taking part in any tender floated by HPCL in future, in the event of :

Withdrawal of offers during the validity period of the offer.



Non-acceptance of Orders, if and when placed .

Non payment of Security Deposit, against LOIs / POs within the stipulated period of 15 days from date of placement of LOIs / POs.

EMD will be refunded to all the unsuccessful tenderers after finalisation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI / PO, as placed. EMD shall not bear any interest and shall be refunded / paid by Cheque / e-payment .

Bidders are requested to quote rates in the on-line price bid only (no separate file is to be uploaded for price bid). Please do not quote or mention rates anywhere in the tender other than on-line price bid. In case bidder quotes rates at any other place ( other than price bid), the rates quoted in on-line price shall only be considered for evaluation. In case bidder happens to be lowest basis above evaluation, the lower of the two rates ( mentioned by the bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for awarding the job

**NOTE :**

1. Offers not in conformity with above are liable for rejection.
2. Offers received without EMD will be rejected. Request for adjustment against previous EMD(s)/bills or amounts pending with HPCL will not be entertained. EMD shall be submitted by A/c Payee Demand Draft /Pay Order/Irrevocable Bank Guarantee drawn in favour of M/s. Hindustan Petroleum Corporation Limited payable at Chennai. Offers with EMD as Cheques/FDR or in any form other than specified above shall be treated as offers without EMD.
3. . 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 exceed Rs.1 crore. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

**Offer received without requisite EMD as explained above and IP duly signed shall be rejected.**

**MISCELLANEOUS**

The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses

This Tender is not transferable. All enclosed tender documents along with the Annexure / Attachments will form part of the tender.

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.

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 authorising him to sign on behalf of the tenderer before submission of tender.

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.

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.

Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.

Tenders received without Earnest Money Deposit - EMD (wherever mentioned in the tender as EMD Applicable / Payable) and IP signed will be rejected.

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.

Courts in the city of Chennai 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 finalisation of the tender.

Corporation reserves the right to take action as deemed fit which is inclusive of placing 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.

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.

1. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.

2. HPCL shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of HPCL in this connection shall be final.
3. Please sign each and every page of Special Terms & Conditions, Technical Specification, Schedule of Rates, General Terms & Conditions, Standard Drawings, Delisting Declaration Form ,NSIC Declaration Form, Exceptions and Deviations form , Compliance to bid requirement and this Instruction to Bidders , (all these forms are provided under “Tender Common Forms” Menu) as a token of your acceptance and upload in the corresponding forms under ” Bid Common Forms” Menu.

The above clauses superceed respective items mentioned in the general terms and conditions and other documents , wherever applicable