



Basic Information Of Tender		
Title	Dismantling of LR Flare Stack	
Description	Dismantling of LR Flare Stack	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	28-Jan-2013 13:30	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	28-Dec-2012 15:00	
Queries End Date & Time	09-Jan-2013 15:00	
Un Priced Bid Open Date & Time	28-Jan-2013 13:31	
Tender Description	Notes to Bidders:(1) Delivery period for this job shall be three months from the date of LOI/PO whichever is earlier. (2) Insurance clause is applicable for this jobThe following Annexures form part of POAttachments / Annexures:1. Annexure A0 : NIT2. Annexure A1 : ITB3. Annexure A1A : RA Instructions4. Annexure A1B : Financial Criteria Certificate5. Annexure - All : GTC Works Contact 6. Annexure - A1V : e-Payment Format7. Annexure - AV : Bank Guarantee format for EMD8. Annexure A VI : HSE Guidelines9. Annexure AVII : Penalty System Part A10. Annexure AVIII : Penalty System Part B	
Notice Inviting Tender	1.0 HPCL invites sealed e- bids for Dismantling and Disposal of LR Flare Stack at HPCL Mumbai Refinery, Mumbai 400074 under single stage twoenvelope system (Part-I : EMD + IP, Techno-commercial part and Part-II : Price part) from competent bidders with sound technical and financial capabilities fulfilling the Qualification Criteria stated under Sr. No. 4.0 of NIT	
Currency Type	Tender Fee	EMD
INR	2000.0	280000.0

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 accepted unless specified otherwise.

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

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



Line Details Of Tender				
Srl. No.	Line Description	UOM	Quantity	Mandatory
DISMANTLING OF LR FLARE STACK			Manadatory: Yes	
1	Dismantling of LR Flare Stack	Metric Ton	70	Yes
<p>DESCRIPTION => Job Scope:Dismantling of LR Flare stack involves dismantling of all associated piping ,structure and all facilities.Dismantling of flare stack along with sour flare riser pipes,surrounding MS structure,cables,railing,grating,aluminium cladding,Cu-Ni flanges, water seal drum,flare piping and associated structure.Job Scope also includes dismantling of all civil structures and foundations associated with flare stack and associated piping upto grade level.All tools and tackles ,manpower etc. required for this job shall be in vendor's scope.Crane,truck and trailers required for this job shall be in vendor's scope.Scaffolding erection for execution of this job is included in the scope of job and shall not be paid separately. Job scope includes shifting of all dismantled scrap genereted ,to scrap yard or designated places as specified by Job engineer during execution of job.Job has to be carried out following all safety norms and procedures applicable in Mumbai Refinery and as per safe refinery practices.Payment will be made against amount of metallic scrap dismantled and shifted to scrap yard/designated places specified by job engineer.</p>				
DISPOSAL OF FLARE SCRAP AND FLARE TIP			Manadatory: Yes	
1	Disposal of LR Flare Scrap	Metric Ton	70	Yes
2	Disposal of LR Flare Tip	Lump Sum	1	Yes



COMMERCIAL

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Annexure A0 NIT	ANNEXURE A0 - NIT.pdf	-	No
2	Annexure AI ITB	ANNEXURE AI - ITB.pdf	-	No
3	Annexure AII GTC	ANNEXURE AII- GTC.pdf	-	No
4	Annexure AIIA RA FA Details	Annexure AIIA - RA FA Details.pdf	-	No
5	Annexure AIIB Certificate	Annexure AIIB - CERTIFICATE.pdf	-	No
6	Annexure AIII HSE REQUIREMENTS	Annexure AIII - Revised SHE Requirements.PDF	-	No
7	Annexure AIV e-payment format	Annexure AIV - E-payment Format.pdf	-	No
8	Annexure AV Tips for Bid submission	Annexure AV - TipsBidsubmission.PDF	-	No
9	Annexure AVI EMD BG FORMAT	Annexure AV - TipsBidsubmission.PDF	-	No
10	Type of contract : THIS SHALL BE DISMANTLING AND DISPOSAL TYPE		-	No
11	Confirm that you have studied complete bidding document including Technical and Commercial part and your bid is in accordance with the requirements of the bidding document.		-	No
12	Confirm your compliance to total scope of work in the bidding document.		-	No
13	Confirm your acceptance for Delivery Period as mentioned in Bidding document.		-	No
14	Confirm that you have quoted all taxes, duties as applicable for this work for both supplies and works in accordance with the provisions of Tender		-	No
15	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and special Conditions of Contract.		-	No
16	Pls upload FINANCIAL CRITERIA CERTIFICATE DULY FILLED IN AND CERTIFIED AND STAMPED BY REGISTERED AUDITOR HERE		-	Mandatory
17	PLS UPLOAD ALL SUPPORTING DOCS LIKE AUDITED BALANCE SHEETS, PROFIT AND LOSS ACCOUNTS STATEMENTS DULY CERTIFIED AND STAMPED AND SIGNED BY REGISTERED AUDITOR IN SUPPORT OF PQ CRITERIA HERE		-	Mandatory
18	PLS UPLOAD THE SCANNED COPIES OF PURCHASE ORDERS IN SUPPORT OF PQ CRITERIA HERE		-	Mandatory
19	PLS MENTION YOUR SERVICE TAX REGISTRATION NUMBER		-	No
20	PLS MENTION YOUR TIN NUMBER		-	No
21	If you are NSIC registered vendor, please confirm your registration with NSIC, for any or all items of this Price Enquiry.		-	No
22	In case you are registered with NSIC, please confirm that you have not succeeded in securing orders for the same item, in competition i.e. without price preference with the large scale units, during the preceding 12 months.		-	No
23	If registered with NSIC, please enclose a copy of the valid NSIC registration certificate, applicable for the items offered by you.		-	Allowed
24	Price preference shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules & regulations, as applicable		-	No
25	Please confirm your acceptance to our Arbitration Clause, enclosed with this tender		-	No
26	Pls confirm that you have not been banned, blacklisted or holiday listed by any GOVT, QUASI GOVT, PSU UNDERTAKINGS		-	No
27	Validity of your offer : Please confirm that your offer is valid, for our acceptance, for a period of 180 days from the due date mentioned in this Tender Enquiry.		-	No
28	Tax Deduction at Source : Income Tax will be deducted at source, as per the prevailing Income Tax rules & regulations.		-	No
29	Pls confirm your acceptance for LIQUIDATED DAMAGES, PRICE REDUCTION CLAUSE AS PER Annexure AII GTC TENDER - APPLICABLE TO DISMANTLING JOBS ONLY		-	No
30	Pls confirm that you have not mentioned any deviations anywhere in the tender except the deviation form		-	No
31	Only statutory variations, if any, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the bidder. Pls confirm your acceptance. Pls refer Clause 7.d of Annexure AII GTC. Pls confirm acceptance		-	No
32	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to BIDDERS account whereas any corresponding decrease shall be passed on to the Owner. Pls confirm acceptance		-	No
33	Vendor to quote as per the requirements and terms and conditions of the Tender Document including all the enclosures and not to stipulate deviations or exceptions unless it is extremely unavoidable. Once quoted, the vendor shall not make any subsequent price changes, whether resulting or arising out of any technical or commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the vendor offer unless any amendment to tender document is issued by HPCL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by vendor are not accepted by HPCL and are required to be withdrawn by vendor in favour of meeting the requirements and complying to the terms and conditions of the tender document. Any unsolicited proposed price change by the vendor is likely to render the vendor offer liable for rejection. Confirm compliance.		-	No

Hindustan Petroleum Corporation Limited
(Mumbai Refinery)

B D Patil Marg, Mahul, Mumbai-400 074
Tel Nos: 25076452, 25076406, Fax No: 2554 2698

Annexure – A0



Notice Inviting Tender

(HPCL's Public Tender No 12000320-HD-48009)

Name of work: DISMANTLING AND DISPOSAL OF LR FLARE STACK.

1.0 HPCL invites sealed e- bids for Dismantling and Disposal of LR Flare Stack at HPCL Mumbai Refinery, Mumbai 400074 under single stage two envelope system (Part-I : EMD + IP, Techno-commercial part and Part-II : Price part) from competent bidders with sound technical and financial capabilities fulfilling the Qualification Criteria stated under Sr. No. 4.0 and its sub clauses below.

2.0 BRIEF SCOPE OF WORK:

The job consists of Dismantling of LR Flare Stack and associated structures etc and Disposing the same.

3.0 SALIENT FEATURES OF THE BIDDING DOCUMENT:

- i. Tender Fee : Rs.2000.00 (TwoThousand only) payable in the form of DD drawn in favour of Hindustan Petroleum Corporation, MUMBAI. Payable at MUMBAI. DD shall be from scheduled bank other than co-operative bank, to be submitted to HPCL on or before due date.
- ii. Earnest Money Deposit : Part I- Rs.30,000.00 (Rupees Thirty Thousand only) for Dismantling of LR Flare stack in the form of DD/Banker's Cheque / BG, from scheduled bank other than co-operative bank, to be submitted to HPCL on or before due date
- Part II – Rs.2,50,000.00 (Rupees Two Lakhs fifty thousand only for scrap disposal jobs) **in the form of DD / Bank Pay Order only**
- a. The above EMDs to be given separately. EMD for disposal jobs will be released after completion of scrap disposal.
- b. The EMD for Disposal will be accepted in the form of DD / Bank Pay Order only. For details pls refer to Clause 10.00 below.

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- c. Bids w/o EMD will be summarily rejected.
- iii. Time Schedule : Three Months from the date of LOI.
- iv. Sale Period : On any working days Monday through Friday between 26.12.2012 to 28.01.2013 (both days inclusive)
- v. Pre-bid Meeting at HPCL : 03.01.2013 at 10.00AM at New Ad Building
- vi. Last date & time for receipt of Bids : 28.01.2013 @ 13.30 IST
- vii. Opening of Techno-Commercial Bids: 28.01.2013 @ 13.31 HRS IST onwards

4.0 BIDDER QUALIFICATION CRITERIA:

The bidders, intending to participate shall fulfill the following qualification criteria (technical & financial) :

4.1 BIDDER QUALIFICATION CRITERIA (TECHNICAL):

- a. SIMILAR WORK: The bidders shall have experience in fabrication / dismantling of structural including working at elevated locations with minimum 25 meters height, in any running hydrocarbon refinery, petrochemical, hydrocarbon industry.
- b. Applicants shall have experience of having successfully completed the SIMILAR WORK as in para 'a' during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
- i. *Three similar completed works as in para "a" above, each costing not less than the amount = 10.68 lakhs - or-*
- ii. *Two 2 similar completed works as in para "a" above, each costing not less than the amount = 13.35 lakhs - or -*
- iii. *One similar completed work as in para "a" above costing not less than the amount = 21.36 lakhs*



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4.2 BIDDER QUALIFICATION CRITERIA (FINANCIAL):

4.2.1 Annual Turnover:

Average Annual financial turnover of the Bidder during the last 3 years, ending 31st March of the previous financial year, shall not be lower than the value Rs.8.02lakhs. Bidder to submit the documents duly audited and certified by way of signing and stamping the documents by the registered auditor.

4.2.2 Net-Worth:

Net worth of the Bidder during financial year 2011-2012 shall be positive. Bidder to submit the documents duly audited and certified by way of signing and stamping the documents by the registered auditor.

However, Indian Central Public Sector Enterprises (CPSE) with negative net worth can also apply provided they meet other criteria.

- 4.3** HPCL reserve the right to assess the capability and capacity of the bidder for execution of the project. They also reserve their rights to reject any bid received at its discretion without assigning any reason whatsoever.
- 5.0** HPCL reserves the right to use in-house information for assessment of Bidder's capabilities.
- 6.0** Total Scope has been defined in the tender document.
- 7.0** Bidder should not be under liquidation, court receivership or similar proceedings.
- 8.0** Bidder shall furnish documentary evidence by way of copies of work orders, completion certificates and balance sheets including Profit and Loss Accounts, duly audited and certified by way of signing and stamping the documents by the registered auditor, Certificate from Bank etc. alongwith the Bid to establish Bidder's conformance to Qualification Criteria.

Failure to meet the above Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above.

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- 9.0** Bids may be submitted by:
- a single person/ entity (called sole bidder);
 - a newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
 - a consortium (including an unincorporated JV) having a maximum of 3(three) members;
 - an Indian arm of a foreign company.

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

- The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria.
- In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - Each member in a consortium may only be a legal entity and not an individual person;
 - the Bid shall specifically identify and describe each member of the consortium;
 - 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);
 - One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium; 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;
 - the prime member shall fulfil each eligibility criteria;

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6. 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;
 7. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
 8. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 9. No consortium member shall hold less than 25% stake in a consortium;
 10. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 11. Any person or entity can bid either singly or as a member of only one consortium.
- 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 in toto 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. Bids on Consortium or Joint Venture basis are not acceptable.

10.0 EMD:

- a. Bidders will have to pay EMD in TWO parts as per 3.ii of NIT.
- b. For Part I EMD - shall be paid in the form of a Demand Draft, Pay Order, Bankers Cheque in favour of Hindustan Petroleum Corporation Limited, payable at Mumbai or Bank Guarantee in the prescribed proforma issued by a

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- Scheduled Bank in India (except for co-operative banks) and valid for Six (6) months from the due date of submission of bid.
- c. For Part II EMD i.e for disposal EMD shall be in the form of Demand Draft or Bank Pay Order only, issued by a Scheduled Bank in India (except for co-operative banks) and valid for Six (6) months from the due date of submission of bid.
- d. The EMD shall be submitted to the following office on/ before due date & time

O/o G.M. Materials
III rd Floor, New Admin Building
HPCL Refinery, Corridor Road
Mahul, Mumbai – 400074.

Notes:

- (a) Bids without both Part I & Part II EMDs will summarily be rejected.
- (b) Indian Public Sector Enterprises (PSE) are exempted from submitting the EMD, subject to furnishing of the declaration to that effect.
- (c) Units registered with National Small-scale Industries Corporation (NSIC) in India, for similar works, are also exempted from submitting EMD, subject to furnishing of a copy of valid registration certificate.

11.0 ~~INTEGRITY PACT:~~ (Not Applicable)

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

~~The bidder shall comply with the requirements of the Integrity Pact enclosed with the tender.~~

~~Proforma of Integrity Pact , which is issued along with the bidding document shall be submitted by the bidder in the tender, 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 submit 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~~

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~~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.~~

- 12.0** Price preference: Price preference shall be considered for units registered with NSIC in India, as per the prevailing government guidelines, rules & regulations, as applicable.
- 13.0** Purchase preference: Purchase preference shall be considered for Indian Public Sector Enterprise as per the prevailing government guidelines, rules & regulations, as applicable.
- 14.0** Grievance Redressal: There is a Grievance Redressal Mechanism in our Corporation for vendors, participating in the tender, the details of which are available on our website www.hindustanpetroleum.com.
- 15.0** Bidders are requested to submit the bid well before due date.
- (a) EMD + IP + Techno-commercial part of the Bids shall be opened at 1430 Hrs IST, on the last date for submission of bids, bidders can witness the same in their system. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- (b) If EMD is not received by the due date and time, the bid shall be not be considered and the bids will not be opened.
- (c) Telex / Telegraphic / Fax / E-mail bids shall not be accepted.
- 16.0** HPCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during the bidding process.
- 17.0** HPCL reserves the right to reject any or all Bids without assigning any reason, whatsoever.
- 18.0** The contents of this NIT shall prevail, in case of any contradiction with the clauses mentioned elsewhere.
- 19.0** Clarification, if any, can be obtained from HPCL,

For Technical Queries: id:- Jwaikar@hpcl.co.in
For Commercial Queries: Id - sathyas@hpcl.co.in

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(GM – Materials)

Attachments / Annexures:

1. Annexure A0 : NIT
2. Annexure AI : ITB
3. Annexure AIA : RA Instructions
4. Annexure AIB : Financial Criteria Certificate
5. Annexure – AII : GTC Works Contact
6. Annexure - AIV : e-Payment Format
7. Annexure – AV : Bank Guarantee format for EMD
8. Annexure A VI : HSE Guidelines
9. Annexure AVII : Penalty System Part A
10. Annexure AVIII : Penalty System Part B

TITLE: DISMANTLING AND DISPOSAL OF LR FLARE STACK

INSTRUCTION TO BIDDERS FOR BID SUBMISSION

On e- Tender System

1.0 INTRODUCTION:

- 1.1 Hindustan Petroleum Corporation Ltd. also called HPCL (herein referred to as purchaser) wishes to receive bids against the subject tender document for the jobs to be carried out at HPCL - Mumbai Refinery.
- 1.2 For the purpose of this document, the words "Owner " , "Purchaser" , " HPCL", "Corporation" have been used interchangeably and would mean same in the expression and intent in proper context . Also the words "Bidder", "Tenderer", "Contractor", " Vendor" have been used interchangeably and would means same in expression and intent in proper context.

2.0 BID SUBMISSION:

- a. **This is only a Tender Enquiry and not an order.**
- b. The tender should be submitted online at website <http://etender.hpcl.co.in> only, by the due date and time, as specified in the tender. The Server Date & Time as appearing on the HPCL website (<http://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
- c. Partially completed / incomplete tenders shall not be considered.
- d. All communication regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system at Website <http://etender.hpcl.co.in>
- e. **INSTRUCTIONS REGARDING SUBMISSION OF BIDS:**
 - i. **BID SHALL BE SUBMITTED UNDER 2-BID SYSTEM i.e.**
PART – I UNPRICED BID AND
PART-II PRICED BID
In the e-tender system only.
 - ii. **TENDER DOCUMENTS PROVIDED BY HPCL SHOULD BE DIGITALLY SIGNED, AND ATTACHED ALONG WITH UNPRICED OFFERS AS A TOKEN OF ACCEPTANCE. NO EXTRA SHEETS TO BE ATTACHED.**
 - iii. **CURRENCY OF BID:** Prices shall be quoted only in Indian Rupees.
- f. **Validity**
Quoted prices shall be valid for a period of **180 days from the due date / Extended due date** for the placement of order.
- g. Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <http://etender.hpcl.co.in>.

TITLE: DISMANTLING AND DISPOSAL OF LR FLARE STACK

- h. 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.
- i. **Request for extension of tender submission due date, if any received from bidders within 72 hours of tender submission due date/time shall not be considered.**
- j. Tender opening (unpriced bid as well as priced bid) will be done online at the time and dates specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e-procurement website (<http://etender.hpcl.co.in>) for witnessing the tender opening (unpriced bid as well as priced bid in case of technically accepted vendors)
- k. HPCL will not be responsible for the cost incurred in preparation and Submission of bids including the cost of digital certificate, regardless of the Conduct of outcome of the bidding process.
- l. If only priced bid is received, or the total prices are indicated in the unpriced bids the same shall be rejected without any intimation to you. **The unpriced and priced bids shall be identical in all respects, except that the unpriced bid shall not contain any prices.**

3.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid including costs and expenses related to visits to the site and the OWNER will in no case be responsible or liable for those costs regardless the outcome of the bidding process.

3.0 .A. SITE VISIT

The bidder is advised to visit , if necessary , and examine the site(s) of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract . The cost of visiting the site(s) shall be at bidder's own expenses.

IF THE VENDORS LIKE TO VISIT THE SITE FOR BETTER UNDERSTANDING OF THE JOB THE FOLLOWING PERSONNEL MAY BE CONTACTED:

Mr. Dharmvir- Sr.Manager – Projects – (Tel 022- 25076424)

B. PRE BID MEETING:

HPCL WILL HOLD PRE BID MEETING ON 03.01.2013 AT 10.00AM IN THE FIRST FLOOR CONFERENCE HALL OF NEW ADMIN BUILDING. BIDDERS ARE REQUESTED TO PARTICIPATE IN THE PRE BID MEETING AND GET THE NECESSARY CLARIFICATIONS FROM HPCL.

TITLE: DISMANTLING AND DISPOSAL OF LR FLARE STACK

4.0 EARNEST MONEY DEPOSIT: (PRE-BID EMD)

- 4.1 The bidders are required to pay Earnest Money Deposit (EMD) for participating in the tendering.
- 4.2 The amount for EMD shall be as per NIT.
- 4.3 **The EMD** shall be submitted by way of pay order/ crossed demand draft drawn in favour of HINDUSTAN PETROLEUM CORPORATION LIMITED, MUMBAI, on any scheduled bank (other than cooperative banks) or in the form of Bank Guarantee from any scheduled bank (other than co-operative banks). For validity of EMD pls refer Clause 3.ii and 10 of annexure A0 NIT. Format for Bank Guarantee is enclosed in the tender.
- 4.4 The EMD (Part I & II) hard copy should reach HPCL on or before due date/extended due date as applicable, mentioned elsewhere in the tender.

The sealed envelope, super scribing the cover with EMD for Tender No, due date, name of the bidder etc and should be submitted at:

**O/o GM– Materials
Hindustan Petroleum Corporation Ltd,
Mumbai Refinery,
B D Patil Marg,
Mahul, Mumbai–400 074 (India).**

Or

EMD shall be dropped in the Project Purchase Tender box kept at the Refinery Gate, on or before due date or extended due date, and time.

- 4.5 EMDs in any other form shall not be acceptable. Tender submitted with EMD in any other form or submitted from a co-operative banks or for a lesser value will be summarily rejected.

4.6 BIDS WITHOUT EMD WILL BE SUMMARILY REJECTED.

- 4.7 EMD will be forfeited if
- 4.7.1 Bidder withdraws their offer during the period of validity.
- 4.7.2 In case of the successful bidder if he fails to furnish the security deposit as required.
- 4.7.3 Any other reason warranting the forfeiture of EMD at the sole discretion of HPCL.
- 4.6.4 The following categories of tenderers are exempted from EMD :
- Public Sector Enterprises
 - Vendors registered 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, a copy of the registration certificate

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should be uploaded in the UNPRICED BID PART OF THE TENDER at appropriate place provided.

5.0 NATURE OF CONTRACT:

The contract shall be indivisible works contract. The contract shall include the Dismantling of LR Flare Stack and taking the scrap thus generated under a separate sale order.

6.0 The bid prepared by the bidder, all correspondences and documents relating to the bid exchanged by the bidder and the OWNER , shall be written in English language.

7.0 (A) INSTRUCTIONS REGARDING SUBMISSION OF BIDS:

i. **BID SHALL BE SUBMITTED UNDER 2-BID SYSTEM i.e**

PART – I	IP + EMD + UNPRICED BID AND
PART-II	PRICED BID

ii. Bidders are requested to quote all the relevant information like taxes and duties, and all other information as sought in the applicable columns in tender.

Notes:

- a. HPCL reserves the right to evaluate the bids containing deviations having financial implications after adding the costs for such deviations as determined by HPCL.
- b. HPCL reserves the right to complete the evaluation based on the details furnished without seeking and additional information. It is the bidders responsibility to furnish unambiguous bids.
- c. **The unpriced bid should not contain any prices. In case prices are found in this bid, your bid will not be considered and will be rejected.**
- d. The prices quoted by the bidder shall remain firm and valid till complete execution of the contract.
- e. It may be noted that Income tax at the prevailing rate will be deducted from contractor's bill as per the prevailing Income Tax Act.
- f. All sales will be treated as local sale and the buyer have to pay sales tax at rate as specified in the local sales tax act. The is sales tax against "C" form / Central sales tax will not be allowed.
- g. **CURRENCY OF BID:** Prices shall be quoted only in Indian Rupees.
- h. **The price bid should not contain any conditions.** Any pre-conditions in the priced bid will make the bid liable for rejection.

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8.0 BID PRICES, TAXES AND DUTIES:

- a. The following Taxes Shall be applicable for disposal part of job and be paid by the vendor to HPCL prior to lifting of materials. The currently prevailing rate of Taxes are given below

i. Sales Tax for Sale of Scrap - Iron and Steel – 4%

ii. Tax Collected at Source – i.e INCOME TAX will be applicable @1.133 % on gross value.

Excise Duty applicable. The rate of excise duty applicable shall be @12.36% on scrap and will be recovered from the bidders through excise invoice.

- b. The bidder should note that variation in taxes / duties etc or introduction of any new levy shall not become payable by HPCL and the same shall be borne by bidder.
- c. It may be noted that Income tax at the rate prevailing at the time of actual lifting of materials will be deducted from contractor's bill as per the prevailing Income Tax Act. The tenderer must mention their INCOME TAX PAN NO, which is mandatory to be put-up by HPCL on the TDS/ICS certificate wherever income tax is payable by the buyer on sale of scrap as per prevailing statutory provisions.
- d. All sales will be treated as local sale and the buyer shall have to pay sales tax at the rate as specified in the local sales tax act. That is sales tax against "C" form / Central sales tax will not be allowed.

- 9.0 **REVERSE AUCTION / FORWARD AUCTION:** HPCL reserves the right to conduct REVERSE AUCTION for the site jobs and FORWARD AUCTION for the sale of scrap. Pls refer to details Annexure AIA.

10.0 JOB COMPLETION SCHEDULE :

The Delivery period shall be three months from the date of LOI.

10.0 A COMPLETENESS OF BID & VALIDITY OF THE BID:

Bidders in their own interest of avoiding rejection, are requested to submit completely responsive bids according to the tender requirements. Incomplete bids will be liable to be rejected.

The offer shall be valid for at least 180 days from the due date/extended due date of the tender.

10.0 B STATUTORY REQUIREMENTS:

You will have to ensure compliance of the provision under all the relevant statutory Acts like ESI, EPF, Minimum Wages, Contract Labour (R & A) Act etc.

10.B.1 Bidders shall have their own ESIC AND EPF Codes.

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- 10.B.2 Bidders shall undertake that they will submit the proof of payment of ESIC and EPF Contribution before 20th of every month to Contract Labour Section.
- 10.B.3 In the Event of Damage/ penalties levied by ESIC / EPF authorities on HPCL due to fault of the contractor, HPCL Shall be fully indemnified by the contractor even after the completion of contract also. HPCL has the right to pursue legal action on contractor and in the event the contractor does not indemnify HPCL.
- 10.B.4 It shall be the duty of the contractor to return the gate passes issued after completion of contract. In the event of non returning of card, HPCL has the right to deduct the entire amount i.e. Rs.250 or specified amount issued from time to time X no of unreturned cards.
- 10.B.5 Contractors shall be liable to submit all the registers / records / forms as prescribed under various labor laws to authorized representatives of HPCL/ appropriate authorities under relevant labour laws.

11.0 EVALUATION CRITERIA:

The PO will be placed on a single vendor. The bid will be awarded on the basis of the highest net inflow to HCPL or lowest net outflow from HPCL calculated as Cost to HPCL for Dismantling i.e "rate to be paid by HPCL to vendor – Income to HPCL through Disposal i.e rate to be paid by the vendor to HPCL for taking away the plates, pipes, structural etc" as applicable as per the scope of job.

Thus the bidders are expected to quote lowest rate (payable by HPCL to vendor) for dismantling and highest rate (payable by vendor to HPCL) for Disposal.

12.0 PAYMENT TERMS FOR SCRAP LIFTING ONLY:

- 12.1 Prior to start of the dismantling activity the vendor will have to make payments to HPCL in advance, equivalent amount of rupees along with all the duties and taxes as applicable , as per the estimated tonnage of the scrap material being handed-over for dismantling by HPCL, duly certified by the Engineer In Charge for the weight. Weighing shall be done at HPCL's weighbridge inside the refinery and will be duly certified by Engineer In-charge of HPCL. Any shortfall or excess payment shall be adjusted subsequently.
- 12.2 The materials generated during the course of the job has to be purchased by the vendor on "as is where is and no complaint basis"
- 12.3 The payment to be made in the form of **DEMAND DRAFT** drawn on any scheduled bank (other than co-operative banks) in favour of **Hindustan Petroleum Corporation Ltd, MUMBAI**, payable at MUMBAI, before lifting the scrap.
- 12.4 The scrap lifting to be started after issuance of Delivery Order by HPCL. Delivery Order shall have cash receipt.

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- 13.0** Estimated quantity given in the disposal item is indicative. However, bidders are required to lift the scrap in lot specified in the tenders at specified location on "as is where is basis and no complaint basis" on same terms & conditions of the purchase order. In case available scrap in the lot offered for the sale is less than the estimated quantity, owner do not have any obligation to make the scrap quantity available to bidders from other scrap lots.
- 14.0** **EMD for the disposal portion of the job shall be refunded after completion of the job of dismantling and disposal as per Tender scope.**

15.0 DECLARATION BY THE BIDDER :

By submitting the bids the Bidder to gives a declaration that they have not been banned or delisted by any government or quasi government or PSUs. If a bidder has been banned by any government or quasi government or PSUs, please note that it may not necessarily be a cause for disqualifying bidder. However **if this declaration is not given, the bid will be liable to be rejected as non-responsive.**

~~**16.0 INTEGRITY PACT:** The integrity pact enclosed along with the bid shall be signed stamped and uploaded in e tender itself.~~

17.0 RIGHT TO ACCEPT / REJECT THE TENDER

HPCL reserves the right to accept / reject any or all the bids including the lowest bid without assigning any reason whatsoever. The decision of HPCL shall be final and no correspondence will be entertained in this regard.

18.0 GENERAL DECLARATION BY THE TENDERER

I / We solemnly declare that by way of submission of quotation for the subject tender . I / We fully understood the terms and conditions of the tender in both technical & commercial aspects and agree to abide by all the terms and conditions therein.

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

- 1.1 This is a Contract for execution of DISMANTLING AND DISPOSAL OF LR FLARE at HPCL MUMBAI REFINERY.
- 1.2 The tenderer for the abovementioned item of work is _____
_____. (please give the name and address of the 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 (name and address of the tenderer) in case the tender of _____ is (name and address of the tenderer) accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Purchase Order is placed with _____ (name and address of the tenderer) this document will be termed as a Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the work not liable to be paid or reimbursed by the Owner.

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

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 purchase order issued by the owner and other documents connected with the issue of the purchase 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.

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

- 2.10 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUMHOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at _____ 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 Contractor 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

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

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 if mentioned in the tender.

- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.
- 3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations up to plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 Owner 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.

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- 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

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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.
- 3.19.1 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.**

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(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. In case of any error/discrepancy in the amount written in words and figures, the lower amount between the two shall prevail.

4. DEPOSITS

a) **EARNEST MONEY DEPOSIT (EMD) (Pls refer relevant clauses in NIT)**

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 Rs. 50,000/- and in the form of Demand draft / Bank guarantee beyond Rs. 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~~

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT
~~period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.~~

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 contractor's 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

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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

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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

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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 Liquidated Damages 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 liquidated damages within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is later.**
- 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 LD, as stated above. Once a decision is taken, the LD shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if LD 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 work 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 be 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

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

5.f. OWNER MAY DO PART OF WORK

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

5.g. INSPECTION OF WORKS

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

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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 contractor's 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

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- 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 ordering the progress of the work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge/Site-in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carry out 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. The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations of up to +25% of the estimated contract value. No revision of schedule of rates will be permitted for such variations in the contract value, even for variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above.
- (Already covered under Clause No. 3.6)
- 5.j.6. 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

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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 part 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 purchase 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.

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- 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.

GENERAL TERMS AND CONDITIONS OF WORKS 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 sub-contractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof.

The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.

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

6.b. NOTICE TO LOCAL BODIES

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

6.c. FIRST AID AND INDUSTRIAL INJURIES

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

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

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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 maybe 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 connection 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-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of

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deductions made from his or their wages which are not justified by the terms of contract or non observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

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

6.e.1. EMPLOYEES STATE INSURANCE ACT

i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

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

The Contractor shall deduct and secure the agreement of the 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.

iii. 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.

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT**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

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premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

6.e.3. LABOUR AND LABOUR LAWS

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.
- iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.
- v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

vi. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

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vii. MODEL RULES FOR LABOUR WELFARE

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

6.f. DOCUMENTS CONCERNING WORKS

- 6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, re-producibles, 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

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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

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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 incurrance 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

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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 reason 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, to enable issuance of TDS (Tax Deduction at Source) certificate.

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.

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

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

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

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

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

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

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

7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 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.

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- 7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.
- 7.f.10. The contractor shall not remove from the site any cement bags at any time.
- 7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing at least 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.
- 8.2. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

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

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the

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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 contractor's running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not raise 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. LIQUIDATED DAMAGES

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the**

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delay subject to a maximum of 5% of the total contract value. The liquidated damages 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 LD 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 LD amount shall be applicable).**
- iv) **This final calculation of LD 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 LD 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, which ever 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 nationalised 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.~~

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.

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- 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

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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.

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14. ARBITRATION

14.1 All disputes and differences of whatsoever nature, whether existing or which shall at anytime 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 or 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

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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 Rs. 40,000/- per case for transportation contracts and Rs. 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 Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stagewise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties**
- 14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.10 The Contract shall be governed by and construed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at _____ (say Mumbai*) for all purposes. The Arbitration shall be held at _____ (say 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 practices 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

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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** : **Integrity pact if enclosed with the tender has to be signed and submitted along with unprimed bids. Failure to sign the Integrity Pact shall lead to outright rejection of bid.**~~
17. **Grievance Redressal:** 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 AIIA

Instructions to vendors- regarding Reverse Auction (for Dismantling portion of tender) and Forward Auction for Disposal portion of Tender (Tender Enquiry No12000320-HD-48009)

Mumbai Refinery

The vendors should submit their offers under 2-bid system, as instructed in the 'Instructions to vendor – regarding submission of offers.

In addition, the techno-commercially acceptable vendors will be required to submit their prices in electronic form, in an Online Sealed Bid followed by the Online Reverse & Forward Auction, to be conducted by M/s C1 India Pvt Ltd, on behalf of HPCL.

The necessary training and other details will be provided by M/s C1 India Pvt Ltd in due course.

Note:

- The priced-bid, submitted along with the offer, will not be considered for opening and evaluation.
- However, in case the Online Reverse and / or Forward Auction is not successful or the number of techno-commercially acceptable vendors is less than 3, HPCL reserves the right to open these price bids and award the contract based on them.
- In case a bidder does not submit online sealed bid, their offer will not be considered for evaluation & will be summarily rejected.
- Tenderers in their response may not agree for participation in reverse/forward auction process. Such tenders should be rejected as technically invalid and EMD shall be returned. This step is taken only when there are 3 or more tenderers in fray for reverse auction.
- In situations of unwillingness of tenderers to participate in Reverse/forward Auction, after technical acceptance, but before commencement of Reverse Auction, EMD if applicable as per tender to be forfeited.
- Successful bidder shall submit the final price(s) quoted during reverse auction/forward auction duly signed and stamped as a token of acceptance without imposing any new condition. The closing price offered by the bidders at the conclusion of the reverse auction shall be kept valid for a minimum period of one month from the date of the reverse auction.

ONLINE SEALED BID & ONLINE REVERSE/FORWARD AUCTION:

After evaluation of the Techno-commercial bids by HPCL, the techno-commercially acceptable vendors will be notified by M/s C1 India Pvt Ltd, regarding date & time for the Online Sealed Bids and Online Reverse / FORWARD Auction.

M/s C1 India shall arrange for a live demonstration/ training of the techno-commercially acceptable vendors' nominated person(s), without any cost to the vendor.



Annexure AIIA

Instructions to vendors- regarding Reverse Auction (for Dismantling portion of tender) and Forward Auction for Disposal portion of Tender (Tender Enquiry No12000320-HD-48009)

Mumbai Refinery

M/s C1 India Pvt Ltd shall also explain to the vendors, all the rules related to the Online Sealed Bids & Online Reverse / Forward Auction / Business Rules Document to be adopted along with bid manual.

It is mandatory for the vendors to submit their written compliance /confirmation of having read and understood all the procedures of Online Sealed Bids & Online Reverse/Forward Auction, before start of the process.

During the submission of Online Sealed Bids & Online Reverse Auction/Forward, the vendors shall be quoting from their own offices/ place of their choice.

Internet connectivity shall have to be ensured by each vendor at their own cost.

DISMANTLING AND DISPOSAL OF HORTON SPHERE

CERTIFICATE (FINANCIAL CRITERIA)

(TO BE CERTIFIED BY REGISTERED AUDITOR)

From the books of accounts, vouchers, statement and other relevant records produced before us and necessary information and explanations given to us, this is to certify that the Financial particulars of _____ (name of the company)

Having _____ Registered _____ office _____ at _____

_____ (enter company name and address) During the

financial years 2006-2007 to 2011-2012 are as follows

ANNUAL TURNOVER STATEMENT

S.NO	FINANCIAL YEAR	ANNUAL SALES TURNOVER (INCLUDES DIRECT INCOME)
1	2011-2012	
2	2010-2011	
3	2009-2010	
4	2008-2009	
5	2007-2008	
6	2006-2007	

NETWORTH DETAILS STATEMENT

FIN YEAR	RESERVES (INR)	CAPITAL (INR)	ACCUMULATED LOSS (INR)	NET WORTH (INR)
2011-2012				
2010-2011				
2009-2010				
2008-2009				
2007-2008				
2006-2007				

For _____ (auditing Co Name)

Chartered Accountants

FRN _____

(SIGN AND Seal)

Memb. No:

(Note: Copies of audited balance sheets with profit & loss accounts statement for period mentioned above shall be uploaded at relevant places in e-tender)



Hindustan Petroleum Corporation Limited

Mumbai Refinery

Date : 01/03/2012

General Terms & Conditions Pertaining To Health, Safety & Environment applicable to all works carried in the Refinery by Consultants, Contractors or other Third Parties. (ESSENTIAL REQUIREMENTS)

1) Compliance of Statutory Requirement

- a) The Safety regulation of the Refinery, as mentioned in the Fire & Safety regulations (latest revision).
- b) All requirements under the Factories Act 1948 and the rules framed there under in the Maharashtra Factory Rules 1963, including all amendments thereto.
- c) All requirements of Employee Compensation Act & ESIS Act, including all amendments thereto.
- d) Applicable Environment regulation in force and also the Systems and Procedures in the Refinery related to Environment.

2) Qualification and Experience of Manpower to be Deployed

- a) Contractor shall deploy only experienced and qualified Supervisors and Workman.
- b) Contractor's Skilled Workmen like Riggers, Scaffolds, Welders, Fitters, Crane Operators, their specialized Equipment Operators like Welding machine, Power Generators, etc. must have sufficient past experience and skill on the relevant jobs. The Electricians to be deployed must have valid Wireman License.
- c) All workmen must be capable of following instructions and training.

3) Health Assurance/Age

- a) Contractors to ensure that all their Workmen are medically fit for the job they are deployed, especially for the Workmen who are deployed in high risk jobs like working in confined space, working at Height, working under Water, etc.
- b) **Age:** No one below 18 Years or more than 60 Years will be employed in the Refinery.

4) Normal Timings for Work

- a) Duty timings for the Contractor Employees inside the Refinery shall be in Shifts of 8 Hours on all Working Days.
- b) Any other Shift Timing shall as per prior advice of the concerned Supervisor in-Charge/Area Manager of HPCL.

5) Training

Training in Fire & Safety is mandatory for all Contractors' Supervisors & workers.

a) Training of Contractors' Supervisor :

- i) Supervisor in-Charge of the Contractor who has ultimate responsibility for their work in the Refinery must undergo a One Day comprehensive Safety Familiarisation Program.
- ii) This Program will be conducted by HPCL Fire & Safety Department at the Fire Station Training Hall and the schedule will be notified well in advance.
- iii) On completion of the Program, a certificate of training will be issued to successful Participant, which will be required for supervision of the Hot Work. Passing Certificate issued to the Supervisor will remain valid for a Period of One Year.

b) Workers' Training:

- i) It is obligatory that Contractors' Supervisor who is trained by Safety Department conduct spot training for his Workers. All workers will undergo safety induction training at Fire training hall. Training is conducted every Tuesday & Friday.
- ii) Additionally, Contract Workmen will have to undergo training on "Safety in Refinery" on the spot.

6) Compliance to Work Permit System

- a) Do not carry out any work without valid Work Permit issued by the authorised person in the Refinery as per Work Permit System.
- b) Comply with all the Fire/Safety/Excavation/Radiography Permit conditions specified in the Permit and clearances given from time to time.
- c) Display Permit at Worksite for random checking by the Refinery Officials.

7) Requirement of Supervision and safety records

- a) Contractor will not carry out any work without having Supervisor at site. If it is required to work simultaneously in more than one location under the same Contract, One Supervisor must be deployed at each of the locations. If a Supervisor has to leave his Site for any reason, he must stop the Site activities for that Period of Time.
- b) For Hot Work Permit, the Supervisor must have a valid Training Certificate from the Refinery Safety Department.

- c) Contractor must provide at least one full-time Safety Supervisor when the Contractor has engaged manpower in excess of 50 in Contract activities in the Refinery. If the manpower is less than 50, on-site Safety co-ordination responsibilities shall be assumed by any one of the Contractor's other Supervisory Staff. In both the cases, Contractor must specify in writing the Name of such person to the HPCL Engineer in-Charge and Ch Manager-Fire & Safety.
- d) Contractors whose Safety Records are not satisfactory will be viewed seriously and necessary action (viz. cancellation of Registration/Contracts) shall be taken against him.
- e) Contractor to maintain safety register and records for tool box meeting etc
- f) Contractor to carry out weekly safety site inspection /audits, monthly safety meetings and maintain records.
- g) Contractor to submit monthly safety report by the 5th of the next month to the Engineer-in-Charge and F&S Dept.

8) Use of Personal Protective Equipment

- a) The PPEs shall be of Standard quality and BIS approved. For such PPEs where BIS is not available, the PPEs shall be any international standard like CE/EN/FM marked.
- b) All Supervisors and Workmen of the Contractor shall enter Refinery premises wearing safety shoes & Helmet. Failing which entry will be denied. The Contractor should provide basic PPEs to all Supervisors and Workmen.
- c) Basic requirements for all jobs are -
 - i. Hard Hat (Safety Helmet)
 - ii. Safety Shoes/Gum Boots (for Civil work)
 - iii. Hand Gloves
- d) Specific requirements as per Job or activity or trade
 - i. ISI approved Double Lanyard Safety harness for working above Height of 2 M from the Ground Level.
 - ii. Eye Protection Goggles
 - iii. Welders Helmet
 - iv. Face & Body protection
 - v. Shot Blaster's hood (3M or equivalent) for abrasive blasting
 - vi. Other respiratory equipment like 'Breathing Apparatus Set' will be issued by HPCL.
 - vii. Job or activity or trade wise PPEs as decided by F&S Dept are to be worn by contractor employees while doing jobs in refinery.

1. Specific Job Requirements :

- i. Specific requirements for scaffolding: Scaffolding shall be double pole types. Single Pole scaffolds are not allowed. The workers engaged in scaffolding work must wear double lifeline safety harness. Safety nets must be deployed at 3 meter elevation & subsequent net after every 6 meter. It shall be ensured that only trained & experienced workers are engaged in scaffolding work. Scaffolding shall be certified by contractor supervisor.
- ii. Welding machine shall be of healthy condition & a separate wire shall be provided for return current.
- iii. All equipment's, Tools & Tackles used shall be of appropriate type & size and approved by the competent authority for its safe working limit.
- iv. Use of Hydra is prohibited inside the Refinery Premises.
- v. All portable electrical hand tools shall be provided with ELCB.
- vi. All gas cylinders to be stored in trolley with chain arrangement. All gas cylinders shall be capped.
- vii. Local barricading is must for all hot works.

h)Excavation:

- i. All excavated pit & trenches shall be barricaded with rigid pipelines. Pipeline used for barrication shall be painted in red & white colour.
- ii. Hand tools being used for excavation shall be with insulated handles.
- iii. Shoring strong enough to prevent slide of excavated sides ,to be provided for excavations below 1.5 meters from grade le

- i) **Confined space working:** When working in confined space following addition precaution to be taken
 - i. 24 V Electrical hand lamps with cage shall be used.
 - ii. Adequate numbers of blowers, educators etc shall be used
 - iii. Two people shall always remain standby at the entrance of manhole.
 - iv. Communication facility for the person working inside and standby person shall be provided.
- j) Contractor shall not bring more than one vehicle in Refinery premises. Vehicle shall be parked in Parking lot. Carrying passengers outside cabin is not allowed

k) **Tool Box meeting** : prior to starting any job, supervisor should carry out tool box meeting with all workers involved, nature of job, hazards associated and precautions to be taken shall be told to workmen and recorded on TBM attendance sheet.

2. Fire Extinguisher & Fire Hose

- a. Contractor shall provide Fire Hoses with Nozzle & Fire Extinguishers of his own. If he is executing jobs in the Refinery, following Specifications should be adhered to:
- b. **Fire Hose:** Fire Hose should be of 63mm/38mm diameter and minimum 15 Metre long, seamless synthetic hose bearing IS: 636-1988 mark, Type-B. The Fire Hose should have Gun Metal instantaneous type 2½" Male & 2½" Female Couplings bearing IS: 903 marks. The Couplings should be riveted & doubly wounded with heavy-duty Copper Wire to the Hose at both ends.
- c. **Nozzle:** The Nozzle to be used with Fire Hose should be of 'Branch Pipe, Universal' type as per IS: 2871-1983. It should be provided with 2½" Female Instantaneous Couplings, as per IS: 903 (as nozzle with Male Coupling will necessitate use of double Female Coupling).
- d. **Fire Extinguisher:** The Fire Extinguisher should be of '10 Kg. capacity DCP Extinguisher' bearing IS marks. It should be upright operated and Cartridge type.

11. Traffic safety :

- i. Contractors driver must get themselves familiarized with Refinery roads and traffic regulations on certain roads.
- ii. Only diesel engines drive vehicles are allowed to enter the plant area.
- iii. All vehicles entering or leaving the Refinery must come to a complete halt at the security gates, for checking by the security Office.
- iv. The maximum speed limit for motor vehicles with in the company premises is 20 KMPH. Drive cautiously and keep to the left.
- v. Anyone driving a motor vehicle on company property must be in possession of a valid driving license.
- vi. Transport vehicles permitted inside the Refinery premises shall have proper PESO approved spark arrestor and shall be parked in the designated parking area only.
- vii. Contractor's employees will use designated refinery entrance and will proceed directly to the contractor's job site by way of Refinery roads. They must not cut through Refinery operating units.
- viii. Contractor's employees are not to wander from their job site, nor loiter around refinery operating units, control houses, wash room etc.
- ix. Vehicles or other mobile equipment shall not be parked, in any manner that will block fire hydrant, fire equipment, building exits and walkways etc

- x. It shall be the responsibility of the contractor to ensure that materials are properly stacked in the transport vehicles to avoid items dropping from the vehicles while in transit. If material does fall from the contractor equipment, the contractor shall remove material from the street.
- xi. Material overhanging the ends or sides of vehicles shall be marked with a red flag.
- xii. No refueling of vehicle or diesel driven equipment with the engine operating. When refueling is to be done inside the unit during the turnaround, a special permission shall be obtained from the unit Manager..
- xiii. Bicycle to ply inside the refinery strictly on need basis. Double riding on bicycle is not permitted.
- xiv. Crane Operator should not allow anybody to sit on vehicle body.
- xv. Transportation of contract personnel not permitted by goods carrier like Tractor Trolley, forklift, Dumper etc.

1. Smoking Regulation

Smoking is not permitted inside Refinery. Safety match box and cigarette lighters are not permitted inside Refinery.

2. Working with Electrical Equipment:

a) Working on Electrical equipment

- i. 30 mA Earth Leakage Circuit Breaker (ELCB) shall be provided at each electrical equipment being operated for the job.
- ii. The contractor has to engage a qualified electrician for carrying out the electrical job. He has to maintain the record of Testing ELCB and earthing on daily basis.
- iii. Motors, Gearing, Transmission, Electrical wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards.
- iv. When workers are employed on electrical installations which are already energized, insulating mats, suitable PPE such as gloves and boots shall be provided.
- v. The workers shall not wear any rings, watches or other materials which are good conductors of electricity.
- vi. All the electrical circuit shall be provided with ELCB of 30mA rating.
- vii. Three pin plugs shall be used instead of loose wires.
- viii. Minimum two earthing to be provided to all electrical equipment including portable generators.
- ix. Only weather proof non flammable type switch boards shall be used.

3. Welding and Gas cutting:

- i. Ensure that welding machine is of good quality and a separate wire is provided for return current..
- ii. Welding return current shall be grounded closer to work location.

- iii. Welder helmet, Safety Shoes is minimum required personal Safety equipment to be provided for welders and gas cutters.
- iv. A cage with fire retardant material cloth as specified by F&S Dept shall be used while doing welding , cutting jobs.
- v. All gas cylinder to be stored in trolley with chain arrangement.
- vi. NRV and Flash back arrestor shall be provided with gas cutting equipment.
- vii. Key required for operating valve shall be always remain with cylinder.
- viii. Acetylene cylinder valve shall not be opened more than ½ turn. It shall always remain in vertical position while using.

4. Additional Safety Measures for Major Contractors:

A major contractor is one who has a single contract worth more than Rs 10 lacks under Maintenance/ Projects department. The following additional safety measures to be followed by the major contractors.

- i) A dedicated qualified safety supervisor for each 50 workers.
- ii) Contractor should engage a qualified person as supervisor to supervise all Mechanical erection and fabrication works.
- iii) To provide adequate drinking water facilities, toilet and change room for the workers at the site.
- iv) To provide third party test certificate for worthiness of DG sets, welding set, Grinding machines, Compressors and for all lifting tools and tackle.
- v) To earmark one assembly point at each site for workers to assemble in case of fire siren.
- vi) To organize the induction safety training and refresher safety training to supervisors and workers. Safety toolbox talks to be arranged on daily basis.
- vii) To display Safety slogans, posters at the site (Min 10 Nos) in local Marathi/Hindi/English.
- viii) To provide First aid kit at each site
- ix) To display a board indicating number of sub contractors, workers present on each site
- x) To earmark the area for scrap at site and scrap to be removed from work site on daily basis. Good housekeeping to be maintained at work spot.
- xi) Nominated responsible person for each site with communication facilities (Radio trucking, public address system, Flame proof Telephone) for proper coordination with the company supervisor and others.
- xii) Evacuation drill shall be tried out periodically at each site in the presence of Refinery Safety personnel.
- xiii) At company approved location prepare a temporary toilet facility.
- xiv) Contractors working for shutdown jobs will ensure good housekeeping and will keep manpower for this job. Housekeeping shall be done on daily basis.
- xv) A vehicle to attend emergency shall be kept standby at the site.

16. Clothing of contractor employees:

- i. The contractor employees and supervisors shall wear cotton overalls while working inside refinery.
- ii. The contractor employees shall not wear overalls soaked with oil or chemicals.

17. Hazard Communication

- a. In the event of any Contractor Employee spot a Fire or any serious hazard in the Refinery premises, he shall dial Telephone Extension 6666/ 6606, identify himself and report location of the Fire when Fire Station Operator is on line. He shall wait until the Fire Operator repeats the Fire message and location is confirmed.
- b. Pill Box communication can also be used by the Contractor Workmen.
- c. The Contractor must ensure that each one of his Employees clearly understand this Fire Communication requirement, i.e. in case of Fire Siren is sounded they should assemble at designated location near FR Yard Office, FR Admin building parking lot, LR Contractor shed, LR admin building.
- d. The Contractor while providing on-the-job training may ensure this.

18. Injury Notification & Investigation

- a. Report to HPCL Supervisor on the job, any injury sustained by any of Employees or any near miss or hazardous/dangerous incident at the Worksite within the Refinery premises. Hiding any accident or near miss would be viewed as serious misconduct.
- b. Arrange to provide First Aid immediately to injured Employee.
- c. Keep and maintain proper records of all such incidents in respect of his personnel/Worksite.
- d. Submit to Engineer-in-charge a First Information Report within 4 Hours of the incident. Arrange to immediately investigate the incident and furnish within 24 Hours a written Investigation Report to HPCL Refinery Safety Department.
- e. Disposition/Status of the injured person and his follow-up treatment details shall be informed to engineer in-charge and F&S dept within 48 Hrs.

19. Requirement of Housekeeping

- a. Contractor must ensure the highest standard of housekeeping in his areas of work on a daily basis. All unsatisfactory housekeeping will earn negative rating, which will attract penal action like cancellation of Registration/Contract.**

20. Display Boards at Site

- b. Contractor must provide and maintain at his Worksite an appropriate Display Board, displaying information as per HPCL "Work Site Display Board" specification.

21. Participation in Safety Activities

- a. Contractor must attend all scheduled Safety Meetings as would be intimated to him by HPCL Engineer in-Charge. Contractor also must ensure that all his Employees participate in Safety promotional activities organized by the Refinery.

22. Police Verification

- a. Contractor who engages Labourer for his jobs in the Refinery must submit Police Verification of Antecedents of Laborers engaged by him.

Note:

- i. Every Person other than HPCL Employee or a Casual Visitor entering the Refinery would be governed by the above conditions.
- ii. The term 'Supervisor' would mean any Person who oversees the works of a group of Workmen. All other Persons will be considered as 'Workmen'.
- iii. HPCL Fire & Safety Department Personnel will also check adherence to terms of contract. Violation of any of the above conditions of Safety would attract penal actions including termination of the Contract/Registration.
- iv. Meticulous adherence to these requirements would be checked by HPCL Engineer in-Charge during & on conclusion of the work and in a Dossier of the Contractor, this performance would be given adequate weight age at the time of renewal of Registration.

23. Guidelines for Determining Medical Fitness for Contractor Employees

- a. Medical Examination shall be conducted by the Certifying surgeon having qualifications included in the Schedule to Indian Medical Degree Act of 1916 or in the Schedules to the Indian Medical Council Act 1956 and registered with the Maharashtra Medical Council.

NORMS AND STANDARDS FOR MEDICAL FITNESS

- b. Good Mental and bodily health and a fit constitution. Free from Physical defect or abnormality, congenital, or acquired, likely to interfere with the efficient performance of duties.
- c. No evidence of mal-development; Physical or Mental.
- d. Joints and Locomotor functions are within the normal limits.

- e. **Height and Weight:** Standard Height and Weight, so long as relaxation does not impede performance of the job.
- f. **Chest:** Acceptable chest measurement at full expiration will be 79cm, (relaxable by 5cm) and minimum expansion of 4cm. This is not applicable to Female Candidates.
- g. The Candidates' Eyes will be tested and the result of the Tests recorded. The Candidates' Eyes will be subject to a general examination directed to detect any disease or abnormality. The Candidate will be rejected if he/she suffers from morbid condition of Eyes, Eyelids or contiguous structures of such a nature as would render him/her unfit for service at the time of appointment or at a future Date.
- h. **Colour blindness, not permissible:** Colour blindness is a disqualification for the following jobs like employment in manufacturing, Maintenance, Technical services, Chemist, Draughtsman, Crane Operator, Drivers of all category, Nurse, Nursing Assistants, Fireman, Security, Doctor, Materials Management, etc. and the jobs where perception of Colour is considered essential.
- i. **Ear/Nose/Throat:** The Candidate should be free from signs or symptoms of Ear/Nose/Throat Diseases.
- j. **Blood pressure (BP):** Normal limits of Blood Pressure will be assessed as Normotension < 140 SBP and < 90 DBP. Candidate diagnosed, as a case of Hypertension, will be declared unfit.
- k. **Skin Disease:** Candidate suffering from Leprosy or chronic Inveterate Skin conditions will be declared unfit. Vitiligo cases are acceptable.
- l. **Venereal Diseases:** Candidates who have suffered or are suffering from Venereal Diseases will not be declared fit unless detailed Examination of Urethral smear and Serological Test proves negative.
- m. **Fits:** Candidate suffering from Epilepsy (Seizure disorder) will be declared unfit.
- n. **Pregnancy:** if at the time of Medical Examination a Candidate is found pregnant, she will be declared temporarily unfit until she has completed Six Weeks after confinement/miscarriage and the Candidate will be required to undergo Medical Examination of fitness thereafter.
- o. Signs of mental retardation will render a Candidate unfit for employment.
- p. **Defects:** Congenital or acquired defects, if any/noticed, will be recorded on the Medical Examination Forms, with a clear opinion as to whether it is likely to interfere with the effacement performance of the duties for which the Candidate is under consideration for employment.

24 : Safety Regulation for the Contractor's Manual of Mumbai Refinery.

All provision of the manual as amended from time to time are to be followed while working in the Refinery.

24. CONTRACTOR JOB EQUIPMENT SAFETY ASSURANCE (SAFE WORK PRACTICES-SWP-06)

The equipment used by contractor for doing the jobs inside refinery will be checked at refinery gate and only good equipment will be allowed entry into refinery as per Safe Work Practices SWP-06 of Mumbai refinery. This document can be obtained from Fire & Safety Dept of Mumbai refinery.

25. Penalty system for safety violations:

The penalty system as mentioned in Safety Regulations for Contractors Clause no 21 of Mumbai Refinery is revised as follows:-

- i. The penalties will be applicable for all the contract jobs carried out for HPCL-MR and covered by HPCL-MR Safety Regulation for Contractors / work permit system.
- ii. Engineer-in-charge, Fire& Safety Officers and Officers from the Operating Departments will report such violations through their Department Head to the respective contracting department (Maint/Projects/Tech) for necessary action. Reporting Authority has been indicated against each violation.
- iii. On advice from the Reporting Authority, the respecting contracting department (Maint/Projects/Tech-CES) shall make the deductions from the next payment due to the contractor.
- iv. The above penalties shall be doubled in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts, Purchase Orders awarded as part of the rate contract shall be considered for this.
- v. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.
- vi. Whenever specified in the contract, contractors are required to adhere to the additional safety requirements. Penalties are applicable as above for violation of these conditions:
- vii. All contractors shall themselves arrange weekly safety site inspection / audit and monthly safety meetings and records should be maintained.
- viii. All contractors shall submit monthly HSE report to respective Engineers-in-Charge by the 5th of the next month. Report should carry details of precautions against accident and injury to any of the workers or to any person or persons or of weekly safety site inspection / audit, monthly

safety meeting, details about records maintained by Safety Supervisor and any other information felt necessary by the Engineer-in-Charge for the safe execution of the job.

- ix. Implementation of the above financial penalties for violation of safety norms does not absolve the contractors from their responsibilities to take, at all times, due and proper precautions, to avoid injuries and accidents.
- x. Contractors shall own full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of safety norms by contractors even though financial penalty is not applied for such violation. Imposition of these financial penalties does not absolve contractors from any of the responsibilities as per the General Conditions of Contract, Special Conditions of Contract and Special Safety Conditions.
- xi. All such financial penalties imposed on contractors shall be displayed / Publicized appropriately by the Contracting Department.
- xii. The safety deviations/violations as per safety manual and work permit system procedure can be highlighted by refinery employees and reported to F&S Dept in the Form : SWP-F-5.1.
- xiii. The penalties for safety deviations/violations as mentioned below to be charged through concerned dept. F&S Dept to communicate to concerned dept about the penalty using Form : SWP-F-5.2

TYPE OF SAFETY VIOLATIONS :

All contractors working for MR have to strictly follow safety norms as per MR rules and regulations. Contractors who violate safety norms while executing the job will be penalized financially. Penalty amount and Reporting Authority for violation / non-adherence of various safety norms are given below:

TYPE OF SAFETY VIOLATIONS AND PENALTY SYSTEM:

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY	REPORTED TO
1	For not using Personal Protective Equipment (Helmet, shoes, goggle, gloves, Boiler suit, etc.)	Rs. 250/- per day / item / person	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
2	Working without Permit / Clearance (Cold Work)	Rs. 5,000/-per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY	REPORTED TO
3	Hot work without proper Permit / Clearance	Rs. 10,000/-per occasion and delisting /holiday listing for 3 years	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
4	Non-use of safe electricity at work site (non installation of ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person)	Rs. 3,000/-per item per day	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
5	Working at heights without safety belt, using non-standard scaffolding and not arranging fall protection arrangement as required	Rs. 1,000/-per case per day	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
6	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips, double gauge regulator, Improper storage / handling	Rs. 100/- per item per day	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
7	Non fencing / barricading of excavated areas	Rs. 1,000/-per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
8	Use of domestic LPG for cutting purpose	Rs. 1,000/-per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
9	Non-display of name board, permit, etc. at site	Rs. 500/- per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY	REPORTED TO
10	Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5m away from the excavated area	Rs. 5,000/- per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
11	Wrong parking of vehicles or parking the vehicles at non-designated places inside refinery.	Rs. 1,000/-per occasion	Any refinery employee	Dept. Head of F&S, Maint./ Projects/Tech-CES
12	Absence of contractor representative in refinery safety meetings whenever called	Rs. 1,000/-per meeting	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
13	Non-deployment of safety supervisor / supervisor/responsible for safety at work site required as per Special Safety Conditions	Rs. 7,500/-per week	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
14	Failure to maintain safety register and records by Contract Safety Supervisor or the Supervisor/responsible for Safety	Rs. 1,000/-per month	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
15	Failure to have weekly safety site inspection /audits, monthly safety meetings and maintain records (by contractors themselves)	Rs. 1,000/-per week or month as applicable	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
16	Failure to submit monthly safety report by the 5th of the next month to the Engineer-in-Charge	Rs. 1,000/-per month and Rs. 100/-per day for further delay	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY	REPORTED TO
17	Poor Housekeeping	Rs. 1,000/- per site / per day	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
18	Failure to follow injury reporting system	Rs. 10,000/- per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
19	Violation of any other safety condition as per Job Safety Analysis (JSA), work permit and safety conditions of contract such as using crowbar on cable trenches improper welding booth, not keeping fire hose ,extinguisher ready at hot work site, unsafe rigging etc	Rs. 1,000/-per occasion	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
20	Over-speeding of vehicle ie Speed>20 KMPH while driving inside refinery.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
21	Overtaking of vehicles while driving inside refinery.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
22	Driving of vehicle without valid licence	1.The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY	REPORTED TO
23	Driving vehicle without PESO approved or PESO approved but damaged spark arrester.	1.The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES
24	Driving vehicle on “NO ENTRY ROADS”	1.The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.	Job Engr, F&S Officers, Oprns officers	Dept. Head of F&S, Maint./ Projects/Tech-CES

******* End of Document *******

Date :

Hindustan Petroleum Corpn. Ltd.
Mumbai Refinery,
Project finance Dept.,
PO Box no. 18820, B.D.Patil Marg,
Mahul, Mumbai – 400074

Attn. : Mr. S.V.Chhatre

Dear Madam,

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 reserve the right send the payment due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Supplier / Contractor Details

1. Supplier / Contractor Name :
2. Supplier / Contractor Code :
3. Address (Including Pin Code) :
4. Controlling Office Name / SBU : Mumbai Refinery
5. P.A. No. :
6. E-mail ID :

B. Particulars of Bank Account

1. Bank Name
2. Branch Name / Branch Code
3. Branch Address (Including Pin Code)
4. 9 Digit MICR No. of bank and branch as appearing on the cheque
5. Account type (Saving / Cash credit / current)
6. Account Number (as appearing on Cheque book)
7. IFCS code of the Branch (for RTGS)
8. IFCS code of the Branch (for NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reason of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Ltd. Responsible. I also agree for printing of the bank details on the cheque or DD of the payment id affected by cheque / DD.

Name (in Capitals) of supplier / contractor

Authorised Signatory

Official rubber Stamp

Note :

1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed by the bankers.
2. Please enclose cancelled / photocopy of a cheque.

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

As you are aware, HPCL has rolled out an improved e-Procurement platform for floating of tenders and receiving bids. The new system is much simpler and user friendly compared to the previous system. However, it has been observed in few instances that vendors upload large files as addendum to their bid document and try to submit bid only in the last 2-3 hours from the due date resulting in some of the bids not getting submitted within the due time. The following tips are given below to avoid such pitfalls and help in successful bid submission in the new system:

1. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical response and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (ie upload necessary documents like old PO copies, vendor declaration form etc and answer the question) and thereafter generate the technical response pdf document, which is saved in your local machine. In the next form, you have to enter the prices/taxes and generate the priced bid pdf document which is also saved in your local machine. **Please note that during this process we are not capturing any data entered by you in the server.** These documents have to be digitally signed and uploaded by you. Only after you submit the digitally signed document, the same is stored in the server in encrypted format. The main points are:
 - a. **You can go to the forms any number of times and generate any number of Technical response pdf and priced bid pdf before you finally submit the same – (however system will allow only for uploading the latest generated document).**
 - b. **You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.**
2. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but for the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen that

the session times out before the entire upload is completed. The main points are:

- a. **Please keep the size of the bid document within 40-45 MB (max). To keep the size of the bid document low, you must scan all the documents in low resolution, preferably 150-200 dpi wherein the data should be legible. Further please scan in grayscale and not color to reduce file size.**
 - b. **Whenever there is a requirement to upload supporting documents like old PO copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page(where name of client is given) and last page of the PO(where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.**
 - c. **Pl ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.**
3. **In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.**
4. **And finally, if you have any issue during the bid preparation process, pl get in touch with e-procurement helpdesk at 022-42100111 and seek help. However, you must seek help at least two to three days (min) in advance so that if there is really any issue, we have time to remedy the same. You will realize that, helpdesk can do very little if you are calling up helpdesk on the last day/last hour.**

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