Tender No. : 19000092-HB-11760

Tender Published On : 03-Jan-2020 22:54

Hindustan Petroleum Corporation Limited

Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	S/F Flex, Cloth Hoarding	
Description	SUPPLY AND FIXING OF FLEX BANNERS, CLOTH BANNERS, FLEX HOARDINGS, CLOTH HOARDINGS AND STANDEES ETC., AT VARIOUS RETAIL OUTLETS UNDER VISAKH RETAIL RO.	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	13-Jan-2020 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	03-Jan-2020 18:00	
Quries End Date & Time	10-Jan-2020 11:00	
Un Priced Bid Open Date & Time	13-Jan-2020 15:15	
Purchase Deptt.	PURCHASE DEPT VISAKH RRO	
TF/EMD Drop Box Address	NA	
Tender Description	This two bid limited tender is floated for Supply and Fixing of Flex Banners, Cloth Banners, Hoarding Flex, Cloth Hoardings, Standees and other Miscellaneous items at various retail outlets under Visakh Retail Region in the districts of Visakh, Vizianagaram, Srikakulam and East Godavari.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	0.0

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

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

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

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

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

Signed By JANNU V V AMMILESWARA RAO
Date:03.01.2020 22:56:20 IST

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Line Details Of Tender

Srl. No.	Line Description	Ship To Location	UOM	Schedule Rate	HSN Code	Location GSTIN	Mandatory
SCHEDULE I							Manadatory: Yes
1	SUP & FIXING OF FLEXI BANNER	11760-VISAKH RETAIL RO	Square Feet	10.82	995468	37AAACH1118B1ZB	Yes
DESCRIPTION => DESIGN/SUPPLY/INSTALLATION OF STAR TYPE FLEXI BANNERS. DESIGN INCLUDES HPCL ENGINEER-IN-CHARGE PROVIDED INFORMATION LIKE STANDARD OPERATING PROCEDURE/BANNERS OF QUALITY/SAFETY/POLICIES/EMERGENCY SITUATIONS/CHECKS ETC. IN AL INDIAN LANGUAGES AS ADVICE BY THE ENGINEER-IN-CHARGE. FLEXI BANNER SHALL HAVE EYELETS AT ALL CORNERS. SOFT COPIES OF DESIGN SHALL BE SUBMIT AT THE TIME OF BILL IN PHOTOSHOP VERSION, PDF, JPG ANY OTHER VERSION AS SPECIFIED BY THE ENGINEER-IN-CHARGE.							
2	SUP & FIXING OF CLOTH BANNERS	11760-VISAKH RETAIL RO	Square Feet	19.5	995468	37AAACH1118B1ZB	Yes
DESCRIPTION => DESIGN/SUPPLY/INSTALLATION OF STAR TYPE FLEXI BANNERS. DESIGN INCLUDES HPCL ENGINEER-IN-CHARGE PROVIDED INFORMATION LIKE STANDARD OPERATING PROCEDURE/BANNERS OF QUALITY/SAFETY/POLICIES/EMERGENCY SITUATIONS/CHECKS ETC. IN AL INDIAN LANGUAGES AS ADVICE BY THE ENGINEER-IN-CHARGE. FLEXI BANNER SHALL HAVE EYELETS AT ALL CORNERS. SOFT COPIES OF DESIGN SHALL BE SUBMIT AT THE TIME OF BILL IN PHOTOSHOP VERSION, PDF, JPG ANY OTHER VERSION AS SPECIFIED BY THE ENGINEER-IN-CHARGE.							
3	SUP & FIXING OF HOARDING FLEX	11760-VISAKH RETAIL RO	Square Feet	14.15	995468	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF HOARDING FLEX AT THE HOARDINGS AVAILABLE AT THE RETAIL OUTLETS. PRINTING TO BE DONE USING AN APPROVED MAKE WITH MINIMUM 720 DPI, THICKNESS OF THE FLEX MEDIA SHOULD BE MINIMUM 220 GSM THICKNESS.							
4	SUP & FIXING OF CLOTH HOARDING	11760-VISAKH RETAIL RO	Square Feet	22.67	995468	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF HOARDING FLEX AT THE HOARDINGS AVAILABLE AT THE RETAIL OUTLETS. PRINTING TO BE DONE USING AN APPROVED MAKE WITH MINIMUM 720 DPI, THICKNESS OF THE FLEX MEDIA SHOULD BE MINIMUM 220 GSM THICKNESS.							
5	SUP & FIXING OF STANDIES	11760-VISAKH RETAIL RO	Each	1251.05	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY OF STANDEE AS PER SPECIFICATIONS AND TERMS AND CONDITIONS ATTACHED.							
6	DOUBLE SIDE STANDEE 6 X 3	11760-VISAKH RETAIL RO	Each	1892.17	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLYING FLEX STANDEES PRINTED ON FLEX BANNERS IN SIZE 36" X 72" TALL. THE PRINTED FLEX BANNER HAS TO BE MOUNTED UPON A MILD STEEL FRAME MADE OUT OF MS SQUARE PIPE SECTION 25MMX25MMX2MM WITH A STABLE BASE MADE OUT OF 32X32X2.6 MM SQUARE PIPE SECTION AS PER ATTACHED SCHEMATIC SKETCH SO THAT THE STANDEE FRAME MAY STAY UPRIGHT ON ITS OWN WITHOUT USE OF ANY SUPPORT OR WEIGHTS EVEN IN MILD WINDY CONDITIONS. THE MS SECTION MUST BE COATED WITH TWO COATS OF SYNTHETIC ENAMEL PAINT IN BLACK COLOUR OVER TWO COATS OF RED OXIDE PRIMER. RATE MUST INCLUDE DELIVERING THE STANDEES TO INDIVIDUAL RETAIL OUTLETS AS AND WHEN CALLUP IS GIVEN BY HPCL. MESSAGES TO BE PRINTED SHALL BE PROVIDED BY HPCL WHILE PLACING THE CALLUP AS AND WHEN REQUIRED.							
7	ROLLUP STANDEE	11760-VISAKH RETAIL RO	Each	1500	63049219	37AAACH1118B1ZB	Yes
DESCRIPTION => ITEM DESCRIPTION:NAPKIN; MATERIAL:N/A; TYPE:N/A; SIZE:12 X 18 IN; BOMBAY DYEING, 350 GSM OF APPROVED MAKE RAYMOND/SPACES/TRIDENT/BOMBAY DYEING							
8	DIGITAL POSTER 22 INCHES	11760-VISAKH RETAIL RO	Each	22.91	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY & FIXING OF POSTERS FOR SWACHH BHARAT ABHIYAN AT RETAIL OUTLETS. THESE POSTERS ARE TO BE PASTED ON SUNBOARDS AND TO BE HANGED / PASTED ON TOILET DOORS (MEN & WOMEN TOILETS BOTH). SIZE OF THE POSTERS WILL BE 22" X 12" (INCHES).							
9	VINYL POSTER	11760-VISAKH RETAIL RO	Square Feet	33.47		37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY AND FIXING OF ECO SOLVENT VINYL POSTER WITH CLUB HP STAR LOGO FOR COLOMN CLADDING AT VARIOUS OUTLETS.							
10	SUNBOARD : FOAM+VINYL ECO	11760-VISAKH RETAIL RO	Square Feet	76.94	998595	37AAACH1118B1ZB	Yes
DESCRIPTION => PRINTING AND SUPPLYING 5 MM SUN BOARD WITH ECO SOLVENT PRINTING AND LAMINATION.							
11	ONE WAY VISION STICKERING	11760-VISAKH RETAIL RO	Square Feet	56.29		37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY AND PASTING OF ONE WAY VISION AVERY DENNISON 78 MICRONS VINYL POSTER ON THE GLASS PORTION OF SALES ROOM AT THE RETAIL OUTLETS.							
12	ECO SOLVENT ONLY VINYL	11760-VISAKH RETAIL RO	Square Feet	63.76		37AAACH1118B1ZB	Yes
DESCRIPTION => THE SCOPE OF WORK INCLUDES USE OF SELF-ADHESIVE FILMS PRINTED WITH HPCL PROVIDED ART WORKS AND LAMINATED WITH PROTECTIVE OVER LAMINATE APPLIED ON COLUMN AT RETAIL OUTLET CLADDED WITH ALUMIUM COMPOSITE MATERIAL AT THE RETAIL OUTLET. THIS SPECIFICATION COVERS THE TECHNICAL REQUIREMENTS OF FILMS, PRINTING / COLOR GRAPHICS TECHNOLOGY AND PROTECTIVE OVER-LAMINATE. THE VINYL AND OVER LAMINATE AFTER PASTING SHOULD BE FREE OF ANY BUBBLE FORMATION OR PROTRUSIONS. APPROVED MAKE OF VINYL AND OVER LAMINATE: 3M/AVERY DENNISON. ADDITIONAL DETAILS AS PER ATTACHMENT							
13	SUP & FIXING OF KIOSK - 6X6X7	11760-VISAKH RETAIL RO	Each	2880	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => SUPPLY AND FIXING OF KIOSK WITH BANNERS: 6FT X 6FT X 7 FT KIOSK WITH FLEX TO BE SUPPLIED AND FIXED AT THE RETAIL OUTLETS. SUPPORT OF PROPER ALUMINIUM PIPES (12 PIPES) TO BE PROVIDED SO THAT KIOSK CAN STAND HARSH WEATHER CONDITION. FLEX OF 3FT X 6FT SHALL BE PROVIDED IN THE LOWER FRONT SIDE ALONG WITH TWO ADJACENT SIDE. BACK SIDE SHALL BE COMPLETELY COVERED WITH THE SIZE OF 6FT X 7 FT FLEX.							
14	SUP & FIXING OF KIOSK - 4X4X7	11760-VISAKH RETAIL RO	Each	2480		37AAACH1118B1ZB	Yes
DESCRIPTION => FABRICATION AND SUPPLY OF KIOSK WITH BRANDING ON FLEX 4 X 4 X 7 FT.							
15	A5 PHAMPLETS	11760-VISAKH RETAIL RO	Each	27.12	998912	37AAACH1118B1ZB	Yes
DESCRIPTION => PRINTING OF PAMPHLETS OF SIZE " A4; MATERIAL : 130 GSM ART PAPER ; ADDITIONAL INFORMATION: COLOUR ONE SIDE PRINTING AS PER ATTACHMENT							
16	A4 PHAMPLETS MINIMUM 5000	11760-VISAKH RETAIL RO	Each	1	998912	37AAACH1118B1ZB	Yes
DESCRIPTION => PRINTING OF PAMPHLETS OF SIZE " A4; MATERIAL : 130 GSM ART PAPER ; ADDITIONAL INFORMATION: COLOUR ONE SIDE PRINTING AS PER ATTACHMENT							
17	A4 PHAMPLETS D/S MINIMUM 5000	11760-VISAKH RETAIL RO	Each	1.5	998912	37AAACH1118B1ZB	Yes
DESCRIPTION => PRINTING OF PAMPHLETS OF SIZE " A4; MATERIAL : 130 GSM ART PAPER ; ADDITIONAL INFORMATION: COLOUR ONE SIDE PRINTING AS PER ATTACHMENT							

18	BACK LIT FLEX CHANGE	11760-VISAKH RETAIL RO	Square Feet	82.45		37AAACH1118B1ZB	Yes
DESCRIPTION => ITEM DESCRIPTION:BACK LIT BOARD; TYPE:N/A; MATERIAL:N/A; SIZE:N/A; PROTECTION:N/A; COLOUR:N/A; ADDITIONAL INFORMATION:MAKE:3M							
19	CAPS	11760-VISAKH RETAIL RO	Each	82.45		37AAACH1118B1ZB	Yes
DESCRIPTION => ITEM DESCRIPTION:CAP; MATERIAL:N/A; TYPE:N/A; SIZE:N/A; AS PER SPECIFICATION ATTACHED							
20	T SHIRT	11760-VISAKH RETAIL RO	Each	323.12	61091000	37AAACH1118B1ZB	Yes
DESCRIPTION => ITEM DESCRIPTION:T-SHIRT; MATERIAL:N/A; TYPE:N/A; SIZE:N/A; AS PER SPECIFICATION ATTACHED							
21	DANGULARS EACH	11760-VISAKH RETAIL RO	Each	15	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => DECORATIVE DANGLERS DURING CONFERENCE - USING FLEX MATERIAL							
22	BACK DROP ALONG WITH FRAME	11760-VISAKH RETAIL RO	Square Feet	58.34	998361	37AAACH1118B1ZB	Yes
DESCRIPTION => STAGE BACK DROP DESIGN - USING FLEX MATERIAL							
23	INVITATION CARDS	11760-VISAKH RETAIL RO	Each	94.78	998912	37AAACH1118B1ZB	Yes
DESCRIPTION => INVITATION CARD AND PRINTING.							

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TENDER DOCUMENT				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	JOB SCOPE	1 Hoarding Flex_Tender.pdf	-	No
2	GTC	2 WORKS GTC.pdf	-	No
3	BIDDERS ORGANISATION DETAILS	3 Bidder Organization Details.pdf	-	No
4	DECLERATION ANNEXURE 1	4 Declaration Annexure-1.pdf	-	No
5	DECLERATION ON GST	5 DECLARATION ON GST.pdf	-	No
6	PURCHASE PREFERENCE	6 Purchase Preference clause.pdf	-	No
7	CLAUSE ON GST	7 Clause on GST.pdf	-	No
8	TIPS TO BIDDER	8 Tips for Bid Submission.pdf	-	No

HINDUSTAN PETROLEUM CORPORATION LIMITED
VISAKHA RETAIL REGIONAL OFFICE

Tender document for supply and fixing of Flex Banners, Cloth Hoardings, Standees and other Miscellaneous items at various Retail Outlets under Visakh Retail Region

UNPRICED BID
(TECHNO - COMMERCIAL BID)

Tender No 19000092-HB-11760

HINDUSTAN PETROLEUM CORPORATION LIMITED
Retail Upgradation Department, Visakh Retail Regional Office

PETRO NILAYAM, OPP. AU 'IN' GATE

VISAKHAPATNAM : 530003 (A.P.)

NOTICE INVITING T E N D E R

FOR

Supply and fixing of Flex Banners, Cloth Hoardings, Standees and other Miscellaneous items at various Retail Outlets under Visakh Retail Region.

TENDER No. 19000092-HB-11760

1. HINDUSTAN PETROLEUM CORPORATION LIMITED (A Govt. of India Enterprise) proposes for Supply and fixing of Flex Banners, Cloth Hoardings, Standees and other Miscellaneous items at various Retail Outlets under Visakh Retail Region.

2. HPCL invites sealed bids under single stage two bid system (Part I: Un Priced Bid & Part II: Priced Bid) from the recipients of tenderers, who received the tender document from our E-Procurement Portal for the subject tender.

3. The units registered with MSE units as per Public Procurement Policy shall be extended purchase / price preference as per government guidelines in force from time to time. Units registered with NSIC / MSE are exempted from payment of EMD.

4. Parties who have been blacklisted/put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL / any Government / Quasi Government Agencies or PSUs, shall not be considered for award of job. The bidder should give a written declaration regarding the same, as per format enclosed with tender documents.

5. HPCL reserves the rights to reject any or all bids without assigning any reason.

6. In case of any clarifications, contact person:

Ch. Manager–RU, Visakh RO, Phone No (0891-2850313).

SPECIAL TERMS AND CONDITIONS

Supply and fixing of Flex Banners, Cloth Hoardings, Standees and other Miscellaneous items at various Retail Outlets under Visakh Retail Region.

All jobs to be carried out as per Technical Specifications attached to Un priced (technical / commercial) bid. All IS Codes referred to shall be of Latest Edition.

1.0 SCOPE OF WORK

. Supply and fixing of Flex Banners, Cloth Banners, Hoarding Flex, Cloth Hoardings, Standees and other Miscellaneous items at various Retail Outlets under Visakh RRO (in the districts of Visakhapatanam, Srikakulam, Vizianagaram and East Godavari).

. Please quote your rates inclusive of Supply, Printing, Transportation, Installation to various Outlets under Visakh Retail RO. (Rates to be quoted including Scaffolding needed for installation). Upon advice of Outlets, Party has to take actual Hoardings measurements for printing Hoardings Flex. Party has to carry out installation jobs simultaneously in all FIVE Sales Areas and Manpower shall be arranged accordingly. Non availability of Manpower is not an excuse.

Approved Makes :

1) Flex material:

Make : Avery Dennison, Model : Avery Avflex 1

Make : 3M, Model : Panagraphics II / Panaflex Series (945GPS)

Make : LG Hausys, Model : Lucky Flex II

Or approved equivalent.

Flex thickness shall be 340 GSM

Note : Quantities given in the tender are not guaranteed by the Corporation.

Safety Precautions to be followed / implemented during work execution:

Party has responsibility in protecting the safety of their workmen.

All workers must have a small briefing on work related safety every day before they commence work on-site (Site-specific training).

I. Helmet: It has to be worn all times at job site.

II. Falls are the most common cause of fatal injury during installation. Any working that's 6 feet or more above a lower level must be protected by safety net systems or personal fall arrest systems.

III. Stay at least 10 feet away from power lines.

IV. Work at a safe distance from all power lines. ...

V. Ladders and power lines don't mix. ...

2.0 Completion Period:

Supply and fixing of flex to hoardings: Upto 50 numbers within 3 days from callup date / mail intimation, upto 100 numbers within 5 days from callup / mail intimation.

Supply & Fixing of banners at Retail Outlets : Upto 50 numbers within 3 days from callup / mail intimation, upto 100 numbers within 4 days from callup / mail intimation.

Supply of Standees at Retail Outlets : Upto 50 numbers within 3 days from callup / mail intimation, upto 100 numbers within 5 days from callup / mail intimation.

3.0 PERIOD OF CONTRACT:

The rates once accepted shall be applicable for a period of one year from the date of placement of Purchase Order (PO) / Letter Of Intent (LOI) whichever is earlier. The rates shall remain unchanged till the expiry of Contract and no Revision of Rates shall be entertained from parties for any reason. HPCL scope of supply is ' NIL'. The rates quoted by the contractor shall be firm during the contract period and shall not be subject to any fluctuation due to variation in cost of material and labour.

4.0 EARNEST MONEY DEPOSIT (EMD): NIL

5.0 SECURITY DEPOSIT (SD): Successful party has to submit Security Deposit equivalent to 1% (One percentage) of the contract. Security Deposit amount should

be in the form of Account Payee crossed Demand Draft drawn in favour of M/s. Hindustan Petroleum Corporation Limited payable at Visakhapatnam. The said amount shall be liable to be forfeited wholly or in part at the sole discretion of the HPCL in case the Contractor fails to fulfil any of his contractual obligation or in default without prejudice to other rights of the HPCL to claim further compensation towards any other loss sustained. The Security Deposit will not bare any interest and will be refunded only after satisfactory completion of the job or expiry of the Contract.

6.0 SUBMISSION OF BIDS

This tender is floated in e-procurement module on two bid basis. The Tenderers shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each tenderer themselves. HPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

6.1. UNPRICED BID (TECHNO COMMERCIAL BID):It shall contain the following -

a. NSIC / MSE certificate copy, if applicable

b. Deviations list, if applicable

c. Delisting Declaration Form

6.2. PRICED BID:

BASIC RATE - PLEASE QUOTE YOUR BASIC RATE CONSIDERING ALL TAXES AND EXTRAS, BUT EXLUDING GST. APPLICABLE GST TO BE SEPARATELY QUOTED UNDER "TAXES & EXTRAS"

PRICED BID

Parties have to quote item wise rate for all the items and all items are mandatory.(Please quote the rates as per item description given in scope of job)

1. The prices are to be offered only in the price bid document of e-tender.

2. Your offer should be inclusive of all the applicable levies, material cost, labour cost, workmanship, transportation costs etc. with appropriate entry for taxes under, "Taxes & Extras". The entry field for taxes is available in Technical Bid under, "Taxes & Extras".

3. Price bid shall not contain anything else other than the rates as per price clause. No terms and conditions or exception / deviation are permitted in price bid. Deviations, if anything mentioned in price bid will not be considered.

4. For further details on Price & Evaluation Criteria please refer to clause no 12 of Special Terms and Conditions of this tender.

PRICE & EVALUATION

1) Please indicate the exact charges applicable as on the date of submission of bids in % terms clearly. DO NOT specify "At Actual", "by HPCL" etc.

2) It is the responsibility of the bidder to ascertain the exact charges applicable towards various Duties & Taxes (including charges towards Octroi, entry tax etc. if any applicable) prevailing at the time of submission of bids.

3) In case any of the charges being Not applicable, Nil, or inclusive in the rates quoted by you, the same may be indicated clearly against the space provided for the same.

4) In case any of the above boxes are left blank, the same will be construed as "NIL" for the purpose of evaluation, and PO will be placed accordingly, in case of party becoming L-1.

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

7. VALIDITY

The offer shall be valid for a period of 90 days from the date of opening of the un-priced bid. In case of successful tenderers, the finalized rate shall remain valid from one year from date of Purchase Order. Corporation reserves the right to take action as deemed fit which is inclusive of putting the Contractor under suspension / holiday, in case of withdrawal of offer at any stage, non-acceptance of LOI / PO or any other breach of Tender Terms and Conditions.

8. TAXES :

Party shall quote Applicable GST to be quoted under 'Taxes & Extras' column in the price bid.

In case bidders leave tax field blank, or enter "0" or mentions "ALL TAXES AND EXTRAS INCLUDED", it will be construed that the quoted rates are inclusive of COMPLETE PORTION of applicable GST.

In spite of above, if bidder quoted GST less than the applicable percentage, then balance portion of GST will be loaded without any clarification/ intimation to the vendor.

In case vendor quote GST more than applicable GST then for evaluation vendor quoted GST will be considered but purchase order and payments will be with applicable GST only.

Please be guided by GST clause attachment in the tender document.
This tender work being in the nature of works contract applicable GST is 18%
Any clarifications can be sought through online query mode.

9. SELECTION OF VENDORS

The job shall be finalised basis the all inclusive overall lowest offer obtained in the tender. The job shall be awarded to two parties in the ratio of 60 : 40 in the order of their original ranking, subject to matching of our counter offered / finalized L1 rates by L2 bidder. In case of non-acceptance of counter offered rates by L2 party, then L-1 shall be awarded 60% of total ordered quantity and the remaining 40% quantity shall be retendered.

10. PURCHASE PREFERENCE: (APPLICABLE INCASE WHERE SPLITTING OF JOB IS FEASABLE)

HPCL reserves their right to extend purchase/price preference to Micro and small enterprises registered with NSIC/DIC, Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening unpriced bids. Purchase/price preference will be applicable as per prevailing Govt guidelines for the bidders having the tendered items in their NSIC/DIC certificate.

MSME :

IMPLEMENTATION OF POLICIES FOR MICRO & SMALL ENTERPRISES [MSEs] REGARDING BENEFITS BEING ACCORDED TO THE MICRO & SMALL ENTERPRISES VENDORS.

HPCL is implementing the Public Procurement Policy for Micro & small Enterprises [MSEs] order 2012 to encourage participation of MSEs in HPCL's various procurements and for that certain benefits & preferential treatment are available to these units.

1. In order to avail themselves of such benefits and preferential treatment, the MSEs must be registered with any of the following :

   [i] District Industries Centres
   [ii] Khadi and Village Industries Commission
   [iii] Khadi and village Industries Board
   [iv] Coir Board
   [v] National Small Industries Corporation
   [vi] Directorate of Handicraft and Handloom
   [vii] Any other body specified by Ministry of MSME

2. Following facilities/benefits will be given to MSEs :

   (a) Tender sets shall be provided free of cost to MSEs registered with the above agencies for the item tendered.
   (b) MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.
   (c) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered upto 25% of the total tendered value.

   Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registrations scheme.

3. MSEs who are interested in availing themselves of these benefits will enclose with their offer, the proof of their being MSE registered with any of the agency mentioned above. Failing which such offers will not be liable for consideration of benefits detailed as above.

4. MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the order quantity [subject to order quantity being adequate for this purpose [provided the MSE matches with L1 landed cost at HPCL].

   In a Works Contract where quantities may undergo changes at the time of actual execution the MSEs will undertake that even after completion of order, their offer shall remain L-1. The MSE vendor shall make a commitment before placement of order, that

after the order is executed in its entirety, then also they shall be matching the offer value by L-1, if the finally accepted/executed value happens to be higher than the corresponding lowest offer matched by them at the time of placement of the order .

5. [a] In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively and Women owners will get a share of 3% of the above 25% exclusively in addition to sharing of equal portion of balance 18% with other non-SC/ST MSEs.

   [b] If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 18% of the total ordered value equally with other non-SC/ST / non-Women owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises and 3% exclusively reserved for Women owned enterprises.

6. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the order.

7. It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST , the benefit related to SC/ST owned MSE as above, shall be accorded.

11. CALL UP ORDERS:

Based upon the approved rates through this tender, purchase order(s) will be placed as per the clause no. 9 mentioned above. Separate call up orders will be issued for required outlets to the parties on whom Purchase Orders are placed. Scope of job & completion period for each site will be specified in such Call Up Order.

12. PAYMENT TERMS:

15 days from the date of receipt of certified Bills by HPCL Regional Office. Payment will be released from South Central Zone, Hyderabad.

Contractor is allowed to claim partial payment as per call up wise bill. Party shall submit dealer completion letter.

Payment will be made through National Electronic Fund Transfer.

A. 90% of the payment will be released on every bill (running Bill / Final Bill) after completion of the job.

B. Balance 10% shall be retained for Six months.

DELAYED DELIERY / LIQUIDATED DAMAGES / PENALTY: In case of any delay in completion of the work beyond the above completion period, HPCL shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of @ 0.5% of Call Up value not delivered within completion period for every week of delay or part thereof, limited to a maximum of 5% of the Call Up value. The liquidated damages shall be recovered by HPCL out of the amounts payable to the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

13. Retention Money:

10% of the bill value for the period of SIX months.

14. WARRANTY PERIOD:

Completed jobs shall be under Warrantee for 6 months from the date of completion project. During this period, if any complaint is reported, complaint should be rectified within 3 days from the receipt of intimation from HPCL. In case Contractor fails to carry out repair jobs in warrantee period then HPCL shall be free to carry out repair jobs at the risk and the cost of the contractor.

15.0 GENERAL:

15.1. Tenderers are requested to carefully study all the documents / annexures and understand the conditions, specifications, drawings etc., before quoting their rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms & conditions and our specifications.

15.2. All attachments given in Tender document will form part of the tender.

15.3. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

15.4. Tenderers shall submit their offers without any deviations or counter conditions. However, if tenderer insist upon deviations / counter conditions, bids may be liable to be rejected and no further correspondences on this issue by the tenderer will be entertained.

15.5. The Special Terms and Conditions and the Technical specifications of the tender shall always supersede the General Terms and Conditions of the tender for its related terms / clauses.

16.0. ACCEPTANCE OF THE OFFER BY THE CORPORATION:

Incomplete or conditional submissions, and those with deviations / subjective or counter conditions / quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence / enquiries on this issue by the tenderer shall be entertained.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer. Purchase / price preference as applicable would be given to Central Public Sector Enterprises/NSIC registered vendor as per directives of Government of India, in vogue from time to time. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

17. DEALING WITH OUTSIDE PARTIES:

a. The contractor should purchase all materials from the market which they require for the work allotted to them in case or credit in their own firm's name only.

b. If any material has been purchased by the contractor on credit and payment is not cleared, Corporation on receipt of such complaint from any party can recover the amount from contractor's pending bills or a security deposit, on account of non-clearance of such transactions where corporation's name / dealing is likely to be adversely affected and may make the payment to the concerned party.

c. Contractor in their own interest should purchase material from the authorized sources and should fulfil all their obligations of all taxes etc. If the Corporation has reasons to believe that any material has been brought to its premises form unauthorized sources, the corporation can refer the matter to police for verification.

d. The contractor can be debarred from corporation and security deposit shall be forfeited for such lapses.

18. COMMENCEMENT OF WORK AND REFUSALS

a. The contractor shall have to start the work within 3 days from the date of issue of work order or advice to commence the work.

b. If the contractor is unable to start the work due to preoccupation for Corporation's work elsewhere and accordingly inform promptly to the ENGINEER INCHARGE of his inability to take up the work in hand and if the Corporation is satisfied, the initial date for commencement of work can be extended by the Corporation.

c. If the contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reasons for not starting the work in time or if contractor refuses to carry out the work due to any other reason, the corporation can cancel that work order by giving a registered notice after the expiry of 15 days as per the order and the same work shall be carried out by any other contractor at original party's entire risk and cost and consequences.

d. In the event of two such cancellations for two different sites during the contract period, the initial Security Deposit shall be forfeited and the standing contract shall be cancelled forthwith.

e. Schedule of rates shall be read with work description, relevant specifications, instructions to tenders, other special terms and conditions including relevant drawings.

f. The corporation reserves the right to appoint more than one Contractor and distribute the works among the contractors as deemed necessary by the Corporation.

g. The quantum of work during the contract period cannot be guaranteed by the Corporation and shall not be binding in any way what so ever.

19. SPECIAL CONDITIONS:

1. Since the work is to be carried out in running retail outlets also, the work is likely to be hampered/delayed due to operational reasons. No claims on account of the above and any other reason whatsoever shall be entertained by the Corporation and work shall be completed by the contractor within the stipulated period considering the above conditions also the Corporation shall not pay any compensation whatsoever for idling of labour / equipment.

2. Acceptance of the facility / facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final

measurement certified only when the contractor has fully discharged all his obligations in terms of all the contract documents and submitted all the required documents.

3. Facilities dismantled / Damaged while executing the works shall be restored to its original condition without any extra cost the corporation.
4. Schedule of rates shall be read with work description, relevant specifications, and instructions to tenders, other special terms and conditions including relevant drawings.
5. Anything contained to the contrary in the work description shall supersede the specification and drawings
6. Anything contained to the contrary in the Special Terms and Conditions will supersede instructions to tenderers, particular clauses of General Terms & conditions or clauses stated elsewhere.
7. The corporation reserves the right to appoint more than one Contractor and distribute the works among the Contractor as deemed necessary by the Corporation.
8. The quantum of work during the contract period cannot be guaranteed by the Corporation and will not be binding in any way what-so-ever.

20.0 INSPECTION BY HPCL OR HPCL AUTHORISED THIRD PARTY INSPECTION AGENCY :

HPCL & HPCL authorized Third Party Inspection Agency 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 provide his full 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 HPCL's Engineer-in-Charge / Site-in-Charge or representative of HPCL's authorized Third Party Inspection Agency 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.

21. OTHER TERMS:

1. Separate invoices are required and must be submitted for each shipment against this Purchase Order.

2. Vendor to quote all taxes and duties separately for each line of tender. In case vendor does not quote taxes and duties separately in tender, it shall be construed that the rates offered by vendor are inclusive of all taxes and duties.

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

22. BID CLARIFICATIONS/AMENDMENTS BY HPCL

1 HPCL may issue clarifications/amendments in the form of addendum/corrigendum during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum/corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum/corrigendum in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum.

2 Bidders shall examine the Bidding Document thoroughly and submit to HPCL any apparent conflict, discrepancy or error. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded. Online queries can be posted on e-proc site http://etender.hpcl.co.in till the cut off time mentioned in the tender calendar.

3 The bidder is requested, as far as possible, to submit any queries by fax/letter/online query/email to reach owner's office not later than one week before the meeting. It may not be practicable to answer queries received late, but queries and responses/ clarification will be posted in the form of record notes at the web site www.hindustanpetroleum.com within one week from the date of pre- bid meeting. Any modification in the bid document that may become necessary as a result of the pre-bid meeting shall be made by the owner exclusively through the issue of corrigendum/addendum posted at e-proc site/web site and not through the minutes of pre-bid meeting.

4 Clarifications received prior to seven days from the bid due date shall only be considered. No clarification shall be entertained within seven days from the bid due date.

5 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

6 Addenda/Corrigenda, if any, shall be made available at the web site "www.hindustanpetroleum.com" and uploaded to the site "http://etender.hpcl.co.in". No separate press notice shall be given.

7 Nonattendance in the pre-bid meeting will not be a cause for disqualification of the bidder.

23. DEVIATIONS TO TENDER REQUIREMENTS

The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations. The offer of bidders stipulating deviations to any of the following terms/conditions will not be considered for priced bid opening. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the following clauses. In case, bidders refuse to withdraw the deviation against following clauses, the offers shall be rejected without any further correspondence with them

i) Security Deposit [Clause No. 4 (b) of GTC]

ii) Defect Liability period (Clause No. 5.n of GTC)

iii) Suspension & Termination (Clause No.5e & 12 of GTC)

iv) Liquidated Damages (Clause No. 10 of GTC)

v) Force Majeure (Clause No. 13 of GTC)

vi) Scope of work & Specifications

vii) Retention Money & PBG (GTC)

ix) Arbitration (Clause No 14 of GTC)

x) Payment terms (Special Terms and Conditions and Clause No. 14 of GTC)

xi) Integrity Pact

xii) Completion Period longer than specified in bid document

xiii) Firm Prices

xv) Price change/ implication by the bidder unilaterally after submission of bid.

In case Bidders wish to stipulate any deviation to Bidding Document requirements other than those stated above, they shall indicate the same in the Bid form provided at the e-proc site for this purpose. Bidder shall note that clarification/queries/deviations mentioned

elsewhere in the offer shall not be given any cognizance. However, HPCL reserves their right to reject bids containing deviations to any of the Bidding Document stipulations.

24. REBATE

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

25. WEB SITE DETAILS

1 The tender should be submitted online at website https://etender.hpcl.co.in only, by the due date and time, as specified in the tender. Late / delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as ap-pearing on the HPCL website (https://etender.hpcl.co.in) shall only be considered for the cut-off date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.

2 **The on-line bidding would comprise broadly following steps —**

For Non Registered Bidders :

Register your company for bidding (can be done without digital certificate) by clicking the link. **https://etender.hpcl.co.in**

1. **New Users Click here for temporary registration.**
2. **New Register (Kindly use Vender help link for the registration below this link:)**

Once you click on the above link, vendor registration form (on line) will appear with Login option.

Here, you have to click New Register option.

After clicking the above, application format will appear, which shall be duly filled on line, and submitted.

An application No will be generated.

New users can now login into our e-procurement site with user ID as (application No-HP0000xxxx) and password given during filling up of above application.

- After logging in successfully parties are requested to upload their Digital certificates as per the procedure mentioned under NOTE for uploading digital signature below.

B) For Registered Bidders:

9. This is E-tender and entire bidding process has to be done online in our e-procurement site **https://etender.hpcl.co.in/ only**.

10. This tender is floated in e-procurement module on two bid basis. The Tenderers shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each tenderer themselves. HPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

11. Bidders to quote online in our e-procurement site **https://etender.hpcl.co.in**. No manual submission of documents (Except EMD) is permitted.

12. Bidder should use there 8 digit Vendor code as login ID and Bill Tracking system passwords to bid online using link: **https://etender.hpcl.co.in**.

13. Browser for this link opens only in the internet explorer 6 and above.

Note: for uploading digital Certificate as per following steps:

Upload Digital Certificate (*.cer Format)

1. Download test PDF for signing from here Download

2. Sign test PDF with Digital Certificate which is being uploaded

(for this step , you need to download JDK 1.6 software from utilities. After downloading this utility ,down load pdf signer and then install . This will complete installation of J sign pdf in your system. With this Jsign pdf utility, you have to sign the above test document.
For signing , you have to click on Jsign pdf .
One pop up box will appear.
Click on browse against input pdf file and select the test document created above
Then click on sign
Successfully signed message will appear and one more file named test pdf_signed will be created and saved on desk top.)

3. Upload above signed test PDF *

4. Upload Digital Certificate.

(For this you have to open internet explorer- select tools- internet options- content- certificate- select both signing as well as encryption certificate by using control button , then -export – then keep clicking next till you get message that export successful* After this .cer file will be created and saved on your desktop.

Upload Digital Certificate upload here .cer file

14. **After the above step, get your digital certificate validated within 24 hours by contacting following Purchase officer. If you do not get this validated within 24 hours, you have to repeat the above four steps again. Digital certificate can be validated by calling Manager Purchase/purchase Officer.**

    Contacts for Validation of DC:
    Pradeep Guria
    Asst. Mgr.-RU
    96769 66234.

    Once validated, you need not do this again for other tenders. This is one time process.

HPCL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

3 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.

4 Queries/Clarifications received prior to seven days from the bid due date shall only be considered. All clarifications/addenda/corrigenda shall be posted online in the dash board of e-proc site. No clarification shall be entertained within seven days from the bid due date.

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

26. VERIFICATION BY OWNER

All statements submitted by Bidder regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the Owner either before placement of order or after placement of order. If any data submitted by the Bidder at the bid stage is found to be incorrect, the offer is liable to be rejected or the Contract is liable to be terminated.

27. UNSOLICITED POST BID MODIFICATION

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. Once, quoted the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial

clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by HPCL in writing.

28. PURCHASE ORDER (PO)

1 Purchase Order shall be prepared for award of works. Successful bidder shall be intimated regarding award of works through Fax/Letter of Intent. Until the final PO is prepared and executed, this Bidding Document together with the annexed documents, modification, deletions agreed upon by the HPCL and Bidder's acceptance thereof shall constitute a binding contract between the successful bidder and the HPCL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

2 The Purchase Order shall consist of the following:

a. Original Bidding Document along with its enclosures issued.

b. Addendum/Corrigendum to Bidding Document issued, if any.

c. Fax/Letter of Intent.

d. The detailed Letter of Award/Acceptance along with Statement of Agreed Variations (if any) and enclosures attached therewith.

3 The statement of agreed variations shall be prepared based on the finally retained deviations, if any, by the Bidder and accepted by HPCL. All other correspondences between HPCL and the Bidder prior to issue of Fax/Letter of Intent shall be treated as Null & Void. Any deviations or stipulations made and accepted by HPCL after award of the job shall be treated as amendments to the contract document as above.

29. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1 Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for the Owner's action.

2 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

30. HELP DESK: In case of any difficulty in logging in, please contact (eproc helpdesk at 022-42100111 on any day between 10.00 am to 6.00 pm except on Sunday and Public holidays. Please refer to help link after logging in, in case you are new to e- tender.

31. GRIEVANCE REDRESSAL MECHANISM :

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

Further Clarification Please Contact :Ch. Manager–RU, Visakh RO, Phone No (0891-2850313).

ANNEXURE – 7a
(SPECIMEN)

7a. GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

1.1 This is a Contract for execution of job as defined in tender document at the specified location

1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.

1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.

1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.

1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

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

® **1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)**

1. **Contract Agreement**
2. **Detailed Letter of Acceptance along with its enclosures**
3. **Letter of Award / Fax of Acceptance**
4. **Job Specifications (specific to particular job only)**
5. **Drawings**
6. **Special Conditions of Contract**
7. **Technical Specifications**
8. **Instructions to Bidders**
9. **General Conditions of Contract**
10. **Other Documents**

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".

2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.

2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.

2.4 The "**Change Order**" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.

2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.

2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.

2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.

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2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.

2.10 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.

2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.

2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.

2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.

2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in- Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.

2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work confirming to practices, procedures applicable rules and regulations relevant in that behalf.

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

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

3. SUBMISSION OF TENDER

3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the

availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted

and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

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

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

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

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

3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.

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

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

3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of

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

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

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

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

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

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

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

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

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

3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.

3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.

3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.

3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied :

(a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

(b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

(c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.

3.21 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.

3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

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

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

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

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b) **SECURITY DEPOSIT:**

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

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

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

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

5. EXECUTION OF WORK

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

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

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

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.

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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 masonary pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.

5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.

5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.

5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or `instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

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

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

doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.

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

5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge."

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

5.b. COMMENCEMENT OF WORK

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

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

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

5.c. SUBLETTING OF WORK

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

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

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

from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

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

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

5.d EXTENSION OF TIME

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

2) If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.

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

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

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

5.e. SUSPENSION OF WORKS

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

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

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

5.f. OWNER MAY DO PART OF WORK

Not withstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carryout the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

5.g. INSPECTION OF WORKS

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

measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

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

5.h. SAMPLES

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

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

5.i. TESTS FOR QUALITY OF WORK

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

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

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

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

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original

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

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

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

5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

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

5.k. PROVISIONAL ACCEPTANCE

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

5.l. COMPLETION OF WORK AND COMPLETION CERTIFICATE

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

a) defects, if any, to be rectified by the contractor

b) items, if any, for which payment shall be made in reduced rates

c) the date of completion.

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

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

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

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

5.n. DEFECT LIABILITY PERIOD

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

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

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

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

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

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

5.o. DAMAGE TO PROPERTY

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

® **5.p. LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr. No. 13)

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

6.b. NOTICE TO LOCAL BODIES

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

6.c. FIRST AID AND INDUSTRIAL INJURIES

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

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

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

6.d. SAFETY CODE

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

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

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

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

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

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

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

6.e. INSURANCE AND LABOUR

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

6.e.1. EMPLOYEES STATE INSURANCE ACT

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

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

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

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

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

v. **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

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

vi. **AUTOMOBILE LIABILITY INSURANCE**

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

vii. **FIRE INSURANCE**

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

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

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

also carry and maintain any other insurance which may be required by the Owner.

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

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

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

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

6.e.3. LABOUR AND LABOUR LAWS

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

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

iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

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

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

vi. **IMPLEMENTATION OF APPRENTICES ACT, 1961**

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

vii. **MODEL RULES FOR LABOUR WELFARE**

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

6.f. DOCUMENTS CONCERNING WORKS

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

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

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

7. PAYMENT OF CONTRACTOR'S BILLS

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

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

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

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

7.a. MEASUREMENT OF WORKS

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

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.

If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.

7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an

outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

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

7.c. RETENTION MONEY

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

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

7.d. STATUTORY LEVIES

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

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

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

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

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

7.d.2. **The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the contractor.**

The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

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

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

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

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

7.d.6 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

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

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

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

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

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

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

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

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

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

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

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

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

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

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

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

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

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

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

8. PAYMENT OF CLAIMS AND DAMAGES

8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of

the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

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

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

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer-in-Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in- Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

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

9. CONTRACTOR TO INDEMNIFY THE OWNER

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

The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reductionshall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reductionshall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.

iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).

iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.

v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

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

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

12. TERMINATION OF CONTRACT

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

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

that the contractor

a) has abandoned the work/Contract.

b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.

c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.

d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.

e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.

f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.

g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.

h) has become untraceable.

i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.

j) has been declared insolvent/bankrupt.

k) in the event of sudden death of the Contractor.

12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

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

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

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

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

® **13. FORCE MAJEURE**

Circumstances leading to force majeure

(a) act of terrorism;

(b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

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

• Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

• Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

• Payment in case of termination due to Force Majeure

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

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

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

Time extension for such cases will be worked out appropriately.

14. ARBITRATION

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

14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract

relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

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

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

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

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

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

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

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

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

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

(Note:- * = While printing the GTCs, each Procurement Authorities at various location,

may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

15. **GENERAL**

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

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

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

15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.

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

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

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

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

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

® **REVISION : PROC-019/02.11.2016**

Bidder & Organization Details		
Name of Bidder		Bidder Response
Vendor Code		
Type of Organisation & Entity Details	Status (Prop/HUF/Partnership/Ltd Co)	
	NAME OF Proprietor/Partners/Directors)	
	Office Address with Pin Code & Telephone Number	
	Factory Address with Pin Code & Telephone Number	
	E Mail ID and address	
	Name of Contact Person & Contact Number (Landline/Mobile)	
PAN NUMBER (copy to be uploaded)		
Whether registered under NSIC/MSME (certificates to be uploaded)	If NSIC - Certificate No. & validity	
	If MSE - Certificate No. & validity	
	Whether SC/ST under MSME (Certificate attached Yes/No)	
GST Details	GSTIN number/numbers	
	Whether Composition dealer under GST Act or not. If NO , provide following details: i,ii.	
	i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof.	
	ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof	

ANNEXURE – I

DECLARATION NON BLACKLISTED / NON BANNED PARTY

To,

Date:

Visakh Retail Regional Office,
Hindustan Petroleum Corporation Limited,
Visakh,

Ref.: Tender No.19000092-HB-11760 for Supply and Fixing of Flex Banners, Cloth Banners, Hoarding Flex, Standees, and other Miscellaneous items at various retail outlets under Visakh Retail Region.

We, _____, hereby declare/ clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

Yours truly,

(Bidder's sign & stamp)

Name of Signatory:

Position in company: _____

Mobile Number(s): _____

Telephone Number (O): _____

Telephone Number (R): _____

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

DECLARATION ON GST

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

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

(1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.

(2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.

(3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.

(4) We hereby agree as under:-

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

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

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

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

Place :	Signature
	Name :
Date :	Designation :
	Seal.

HPCL reserves their right to extend purchase/price preference to Micro and small enterprises registered with NSIC/DIC, Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening unpriced bids. Purchase/price preference will be applicable as per prevailing Govt guidelines for the bidders having the tendered items in their NSIC/DIC certificate.

MSME :

IMPLEMENTATION OF POLICIES FOR MICRO & SMALL ENTERPRISES [MSEs] REGARDING BENEFITS BEING ACCORDED TO THE MICRO & SMALL ENTERPRISES VENDORS.

HPCL is implementing the Public Procurement Policy for Micro & small Enterprises [MSEs] order 2012 to encourage participation of MSEs in HPCL's various procurements and for that certain benefits & preferential treatment are available to these units.

1. In order to avail themselves of such benefits and preferential treatment, the MSEs must be registered with any of the following :

   [i] District Industries Centres
   [ii] Khadi and Village Industries Commission
   [iii] Khadi and village Industries Board
   [iv] Coir Board
   [v] National Small Industries Corporation
   [vi] Directorate of Handicraft and Handloom
   [vii] Any other body specified by Ministry of MSME

2. Following facilities/benefits will be given to MSEs :

   (a) Tender sets shall be provided free of cost to MSEs registered with the above agencies for the item tendered.
   (b) MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.
   (c) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered upto 25% of the total tendered value.

   Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registrations scheme.

3. MSEs who are interested in availing themselves of these benefits will enclose with their offer, the proof of their being MSE registered with any of the agency mentioned above. Failing which such offers will not be liable for consideration of benefits detailed as above.

4. MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the order quantity [subject to order quantity being adequate for this purpose [provided the MSE matches with L1 landed cost at HPCL].

   In a Works Contract where quantities may undergo changes at the time of actual execution the MSEs will undertake that even after completion of order, their offer shall remain L-1. The MSE vendor shall make a commitment before placement of order, that after the order is executed in its entirety, then also they shall be matching the offer value by L-1, if the finally accepted/executed value happens to be higher than the corresponding lowest offer matched by them at the time of placement of the order .

5. [a] In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively and Women owners will get a share of 3% of the above 25% exclusively in addition to sharing of equal portion of balance 18% with other non-SC/ST MSEs.

   [b] If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 18% of the total ordered value equally with other non-SC/ST / non-Women owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises and 3% exclusively reserved for Women owned enterprises.

6. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the order.

7. It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST , the benefit related to SC/ST owned MSE as above, shall be accorded.

1) Price Bid:

a) **Price-bid format:** Bidders are advised to ensure that the Price Bid is quoted and uploaded in the e-procurement system. Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any. (in case any category of supply/services require detailed breakup of basic price, the price bid shall be accordingly configured)

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

2) Taxes & Duties:

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

b) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statues.

c) The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.

   In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

   In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

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

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

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

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

g) Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).

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

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

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

3) Road Permit/Way Bill Clause

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

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

4) Anti-Profiteering Clause

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

5) Evaluation criteria

Evaluation will be done inclusive of all taxes as under:

Registered Vendors: The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.

Unregistered vendors: The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

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

For this purpose vendor should give status whether Registered, Unregistered or Composition Scheme.

In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the vendor.

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

6) GSTIN Number

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

Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations.

In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

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

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

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

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

Tip 1:

❖ **Ensure to keep System ready in advance**

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

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

Tip 2:

❖ **Internet Explorer browser 7 or above – Compatibility mode**

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

Tip 3:

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

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

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

Tip 4:

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

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

Tip 5:

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

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

Tip 6:

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

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

Tip 7:

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

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

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

Tip 8:

❖ **Always keep "Latest bid" for records.**

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

Tip 9:

❖ **"REGRET" option for Bid withdrawal.**

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

Tip 10:

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

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

Tip 11:

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

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

Tip 12:

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

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

Tip 13:

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

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

Supplementary Section on Bid Bubmission

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

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

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

Bid generation and submission

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

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

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

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

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

The method for "**Saving work**" is as below:

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

Bid generation and Submission

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

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

Keep "signed" file for records and "encrypted" file for submission.

AGREED TERMS AND CONDITIONS

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. Please UPLOAD the declaration(Annexure I) as per the specimen given in the tender		-	Mandatory
2	Confirm acceptance of job description and scope of service as per tender enquiry.		-	No
3	Completion period :Confirm acceptance of completion period as indicated in the tender documents.		-	No
4	PAYMENT TERMS: Confirm acceptance of payment terms as specified in the attached Terms & Conditions.		-	No
5	VALIDITY: Confirm your offer is valid for 90 Days from due date/extended due dates for placement of order.		-	No
6	In case of delay in Delivery due to reasons attributable to Bidder, please confirm that any new or additional taxes and duties imposed after contractual delivery dates shall be to Bidder's account.		-	No
7	MSE Registartion Details . If Registered , please upload the certificate		-	Allowed
8	Incase of Micro and Small enterprises, if you belong to SC/ST category (please attach copy of your certificate)		-	Allowed
9	Please mention the Vendor type in regards to GST whether Registered/Unregistered/Composite.In case of Registered Vendor Pls upload the GSTN Registration		-	Allowed
10	Confirm acceptance of ARBITRATION clause		-	No
11	Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder		-	No
12	Contact Details: ADDRESS		-	No
13	Contact Details: TELEPHONE NUMBER - OFFICE		-	No
14	Contact Details: TELEPHONE NUMBER - RESI		-	No
15	Contact Details: MOBILE NUMBER		-	No
16	Contact Details: email id		-	No
17	Please upload Organization Details		-	Allowed
18	Please upload GSTR1		-	Allowed
19	Please upload GSTR 3B		-	Allowed
20	Please upload Declaration on GST		-	Allowed