
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

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- relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- 14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be ₹ 40,000/- per case for transportation contracts and ₹ 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid ₹ 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties
- 14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "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.**

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

As you are aware, HPCL has rolled out an improved e-Procurement portal for floating of tenders and receiving bids. The new application is simpler and more users friendly compared to the previous system. Further it is designed to ensure security and confidentiality of your bids till the tender opening and provide transparency after bid opening. **However, it has been observed in few instances that vendors tend to submit their bid only in the last hour even when they are submitting bid on this platform for the first time and for some reasons are not able to submit their bids within due time.** The following document is prepared based on such vendor experiences, so that you can avoid such pitfalls and successfully submit bid in the new system:

1. Please note that in the current system you are NOT required to download the tender, take a print of the same followed by physically signing on all pages of the tender. You are also not required to scan the signed tender document and upload the same. **Simply generate the technical bid pdf / priced bid pdf, digitally sign, encrypt and upload same for bid submission.**
2. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical bid and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (i.e., upload necessary pdf documents like vendor declaration form and answer the questions). You also have to enter the rates for various items followed by taxes and **preferably save the work in your local machine(Tab-"Work without attaching doc")**. **Please note that during this process we are not capturing any data entered by you in the server.**
3. You get to **save work** only if you work in the tab "**Work without attaching docs**" and you **only generate the bid documents** in tab "**Attach doc and generate envelope**". You will **not** be able to generate the bid from tab "**Work w/o attaching doc**". **Only after you submit the digitally signed document, the same is stored in the server in encrypted format.** The main points are:
 - a. You can go to the forms any number of times and generate any number of Technical bid pdf and priced bid pdf before you finally submit the same – **(however system will allow only for uploading the latest generated document)**.
 - b. You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.
 - c. If you have already submitted a bid and you do not want to submit a modified bid, you also have the option to withdraw the submitted bid. You may select tender from home screen and go to "**Prepare tender**">>"**Regret**" for same.
4. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen

that the session times out before the entire upload is completed (The current session out time is 30 minutes). The main points are:

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

Supplementary section on saving work

As with any application, the e-procurement application also has multiple options to generate the bid documents based on requirement of vendors. The two **broad classification** to generate 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- Most of the tenders floated by locations are of this nature. Since the No of items where rate is to be entered is very limited and there are not too many questions, vendors can directly click on “Prepare tender”>> “Generate Technical/Priced bid” >> “Attach document and generate envelope”, enter the item rates, upload documents etc and directly click on “Generate technical bid”, followed by “Generate Priced bid”. However, there is no option to save the work. So if the vendor wishes to resubmit the bid with modified rates, they have to enter rates for all items again and similarly enter all other responses again. **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 – Though the number of such tenders is lesser, these are more crucial in nature for obvious reasons. For such tenders, the first method of generating bid can be very risky as there is no option to save interim work. Further, the **session**

out time for application is **30 minutes**, which means if you do not click on “generate bid” button within 30 minutes of landing in the page the work can get lost. The correct method is as follows:

- a. Click on **“Prepare tender”** >> **“Generate Technical/Priced bid”** >> **“Work without attaching document”**. Here you must enter the rates, enter responses to question etc, except for uploading the documents. Once you have made adequate entries and **nearing 20 minutes**, please click on the tab **“Save work on local computer”**, show the path as “Desktop” or “My document” etc and **save your work**. An xml file containing your data will get saved in your computer.
 - b. Now click on **“Upload values from local computer”** and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. You can do this as many times required. **The main advantage is that your work is always saved and available for use.**
 - c. Once you are through with all the rates and responses, you may click on the tab **“Generate Technical and Priced bid envelope”**>> **“Attach doc and generate envelope”**. Now click on the tab at the bottom of screen **“Update value from local computer”**. You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.
 - d. Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on **“Generate technical bid envelope”** followed by **“Generate Priced bid envelope”**. You will get an option to save document, which can be saved in “desktop” or My documents”.
 - e. Please note that in case you want to modify some value in your bid document simply click on **“Update value from local computer”** and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again **“Generate technical bid envelope”** followed by **“Generate Priced bid envelope”**.
 - f. Please remember to upload only the latest generated xml file.
3. The final step requires you to check the pdf document for correctness. If found Ok, it is required to be digitally signed. **The digitally signed document is then required to be encrypted by using the “Bid encryption utility”**, hosted in “utility” tab. This encrypted document shall be submitted by you.
 4. Please ensure that you are uploading only the **latest generated** “Technical bid envelope” and “Priced bid envelope”, after **digitally signing and encrypting** the same.
 5. It is recommended that you use the **“Signing cum encryption utility”** for signing and encrypting the document in one step. Alternately you may install and use **“Jsignpdf”**, which is license free signing utility only for signing.
 6. It is also recommended that you check the hash of the document and match it with the hash value given on the screen prior to uploading of bid document. *Please refer “Manual for checking hash before and after signing”.*



DECLARATIONS

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	GEN DECLARATION	GEN DECLARATION.pdf	-	No
2	DECLARATION NOT BANNED	DELISTING DECLARATION.pdf	-	No
3	Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender		-	Mandatory
4	Confirm acceptance of item description and scope as per tender enquiry.		-	No
5	VALIDITY Confirm your offer is valid for 90 days from due date or extended due dates for placement of order.		-	No
6	PAYMENT TERMS Confirm acceptance of payment terms as specified in the attached Terms and Conditions.		-	No
7	DELIVERY PERIOD Confirm Acceptance of Delivery Period as per terms of tender		-	No
8	MSME Registration Details . If Registered please upload the certificate		-	No
9	Incase of Micro and Small enterprises, if you belong to SC or ST category please attach copy of your certificate		-	No
10	Confirm your acceptance of Security deposit Clause		-	No
11	Confirm acceptance of ARBITRATION clause.		-	No
12	Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms and Conditions are liable for rejection without recourse to the Bidder.		-	No
13	Contact Details NAME OF CONTACT PERSON		-	No
14	Contact Details TELEPHONE NUMBER - OFFICE		-	No
15	Contact Details TELEPHONE NUMBER - RESI		-	No
16	Contact Details MOBILE NUMBER		-	No
17	Vendor may upload duly filled general declaration		-	Mandatory
18	Tender supporting docs can be uploaded, if any		-	Allowed

DECLARATION GENERAL

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

FORM –E

DELISTING DECLARATION

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

Note: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector undertaking, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive.

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