



HINDUSTAN PETROLEUM CORPORATION LIMITED
NIT FOR TENDER NO
Civil and Mechanical SOR at Kadapa IRD



NIT
(NOTICE INVITING TENDER)

THIS NIT SHALL FORM THE PART OF TENDER DOCUMENT.



HINDUSTAN PETROLEUM CORPORATION LIMITED
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1. INTRODUCTION

M/s Hindustan Petroleum Corporation Limited (HPCL), issues this Notice Inviting Tender (NIT) for carrying out various civil, mechanical works and structural works etc. at HPCL Kadapa depot In AP state.

2. SCOPE OF WORK:

Detailed scope of work is mentioned in the further sections.

Please quote your most competitive rate by understanding the job on carefully by studying the tender documents

3. PRE BID MEETING:

No

4. LOCATION DETAILS:

S. No.	Location	Contact Person	Designation	Phone
1	Kadapa Depot	Pitta Prashanth	Manager Operations	9321932029

HINDUSTAN PETROLEUM CORPN. LTD
KADAPA NEW IRD
PEDAPALLE(VILLAGE)
SIDHOUT(MANDAL), BAKHRAPETA
KADAPA - 516247

Reverse Auction is Not Applicable.

5. EARNEST MONEY DEPOSIT (EMD):

5.1 QUANTUM OF EMD TO BE SUBMITTED: Applicable

An EMD of Rs. 590000/- (Three lakh eighty thousand only) to be submitted.

Earnest Money Deposit (EMD): **Vendors can submit the online EMD only through Net Banking from selected Banks- RTGS.**

Please attach the acknowledgment of online EMD details along with bid document.

Name : Hindustan Petroleum Corporation Ltd
Bank : State Bank of India
Branch : Industrial Finance Branch



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Account no : 10404415390
Branch Code : 9930
IFSC Code : SBIN0009930
Address : 155, Anna Salai, Chennai - 600002, Tamil Nadu

BG CONFIRMATION THRU SFMS:

HPCL has opted to rely on Structured Financial Messaging System (SFMS) based BG confirmations which are received through Banking channel.
BG to be obtained from Bank Branch which is live on SFMS.

Bank should send the BG issuance advice through SFMS to HPCL designated Banker:

HPCL Designated Banker: ICICI BANK, BACKBAY BRANCH, MUMBAI
IFSC: ICIC0000393
CUSTOMER ID: 508902133
SFMS MESSAGE TYPE: 760COV
FIELD 7037: HPCL508902133CP

While sending BG issuance advice, Vendor/ customer Bank should mention the Unique Identifier code UIC on HPCL South Central Zone HPCL508902133CP in the row/field number 7037 of SFMS delivery report

Vendor is advised to take print out of SFMS delivery report from the BG issuing Branch and attach copy of the same along with hard copy of BG while submitting the same to HPCL.

Bidders to ensure successful confirmation for online submission/ acknowledgment of the same.

5.2 Bidders desirous of submitting EMD in form of Bank Guarantee shall fill in the proforma complete in all respects in Non-Judicial Stamp Paper of appropriate denomination and having authorized seal and signatory of the issuing bank and **should be valid for SIX (6) months from due date / extended due date of the tender.**

EMD submitted should be **valid for a period of THREE (3) months from due date / extended due date of the tender.**

The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises
- ii. Vendors registered as Micro / Small Enterprises (MSEs) with UDYAM
- iii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion (DIPP)

For this purpose, in the event of the tendering company being a Public Sector Enterprise, a declaration to that effect and in the case of Vendors registered as Micro or Small Enterprises, a



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copy of Udyam Registration Certificate should be uploaded in the relevant space provided during bidding.

5.3. Applicability and consideration of MSE concessions will be basis:

Policy as per GOI notification of prevailing government guidelines on Registration of MSE vendors under Udyam as on due date of the tender. (Certificate with cat Manufacturer / Pure Service. Cat under Trading is not considered)

5.4 PROCESS OF SUBMITTING EMDs in case of BGs / DDs:

a. EMDs shall be put in an envelope super scribed mentioning as EMD for tender NO. "EMDs for tender No. _____"

b. Performa as prescribed in the tender document to be printed completed, and along with separate DDs/BGs for each lot, put in the EMD envelope and sealed. (PLEASE MENTION VENDOR's NAME, ADDRESS, And TENDER NO. AND AT DESIGNATED PLACE IN BANK GUARANTEE)

Sealed EMD envelope shall be submitted on or before due date & time to MANAGER-PURCHASE/TENDER BOX at:

DGM-Procurement, CPO
HINDUSTAN PETROLEUM CORPORATION LIMITED
(A Government of India Enterprises)
South Central Zone
Parishrama Bhawan
7th Floor, 5-9-58/B, Fateh Maidan Road,
Basheerbagh, Hyderabad, Pin 500004

- a. In case EMD is not received by due date and time, Bids of such bidders will be rejected and unpriced bids will not be opened online. HPCL shall not be responsible for delay in receipt of original DD/BG of the EMD amount due to any reason whatsoever. Responses received after the stipulated time and date for whatsoever reasons will not be considered as valid responses. Similarly, responses received by Fax/ email/ telegram/ telex will also not be considered. HPCL will also not be responsible for any postal/ courier delays etc. for whatsoever reasons occurring
- b. EMD of unsuccessful bidders will be refunded after finalisation of the contract.
- c. EMD of successful parties will be refunded after submission of retention money of 10% of P.O. Value as advised by HPCL during award of order.

5.5 The EMD is liable to be forfeited, in the event of:



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- (i) Withdrawal of offers during the validity period of the offer.
 - (ii) Bidder being L1 and qualifies for placement of PO and withdraws his offer.
 - (iii) Non-acceptance of LOI / PO, if and when placed.
 - (iv) Non-confirmation of acceptance of Orders, within the stipulated time after placement of orders.
 - (v) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - (vi) Non – execution of LOI / PO for any reason whatsoever.
 - (vii) Non-payment of Security Deposit, against LOIs / POs within the stipulated period of 15 days from date of placement of LOIs / POs, whichever is earlier.
- EMD will be refunded to all the unsuccessful tenderers after finalisation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI / PO, as placed. EMD shall not bear any interest and shall be refunded by Cheque. While claiming refund, the original Cash Receipt issued by HPCL must be surrendered.

6. SUBMISSION OF BIDS

This tender is floated in e-procurement module on 2 bid basis.

Part 1: Techno Commercial bid &

Part 2: Priced bid

- i. Bidders are advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- ii. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender.
- iii. All the enclosed Tender documents along with the covering letter will form part of the tender.
- iv. 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.

6.1 UNPRICED BID (TECHNO COMMERCIAL BID):

Techno commercial bid shall include the following –



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- a. Integrity Pact duly signed & witnessed if applicable, as specified in the tender document.
- b. Attachments/ Annexures only as sought thru the tender enquiry duly filled in, signed & stamped needs to be provided as per requirement.
- c. Copies of Tax Registrations, if applicable.
- d. Copies of Registration Certificate under NSIC, MSE etc.
- e. Declarations – Delisting, Particulars of Tenderer etc. as specified in the tender document.
- f. **Bidders to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

6.2. PRICED BID:

The prices are to be offered only in the price bid document of tender against the tendered items.

- a. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- b. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting offers. HPCL shall not be responsible for any postal or other delays in submitting EMD, wherever applicable.
- c. HPCL will not be responsible for the cost incurred in preparation and submission of bids, regardless of the conduct of outcome of the bidding process.
- d. **Bidders are not to mention any quotes/rates in any other parts of the tender.**
- e. The Bidders shall be fully responsible for the payment of any and all taxes, duties, rates and statutory payments payable under all or any of the statutes etc.

Note: Please do not quote / mention rates anywhere else in the tender other than price bid. In case bidder quotes rates at any other place (other than price bid), the rates quoted in price bid shall only be considered in evaluation. In case, bidder happens to be lowest basis above evaluation, the lower of the two rates (mentioned by bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for awarding the job.

Parties have to quote their rates for all the tendered items. Tender shall be disqualified in following cases:

In case of SOR tender.



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a. If the bidder quotes different % rates for different items

AND/OR

b. If the bidder quotes more than ONE rate using above format

AND /OR

General for all tenders:

c. If the bidder quotes rate using any format other than the price bid

Format provided in the e-tender system. Price bid shall not contain anything else other than the percentage rate or the unit rate in the given format. No terms and conditions or exception/deviation are permitted to be included in price bid.

7. VALIDITY

Quoted prices shall be valid for a period of 90 days from the due date / extended due date for the placement of order.

8. TAXES

Vendors to quote taxes as per their GST registration status and applicable GST pertaining to HSC/SAC of tender items.

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 for the purpose of evaluation and finalization and award of contract. The decision of Corporation in this regard will be final and binding on the vendor. Please be guided by GST clause attachment in the tender document.

Vendors to quote taxes as per their GST registration status and applicable GST pertaining to HSC/SAC of tender items.

9. JOB DISTRIBUTION

Bids shall be evaluated on overall basis inclusive of all taxes & duties and service tax. The order will be distributed in the ratio of 60:40, i.e., L1 bidder will be given 60% of the total job and L2 bidder with 40% of the job subject to the condition that L2 bidder match L1 rate. In case, if L2 bidder do not match the L1 rate, the entire order will be placed on L1 bidder for 100 % of Value.

In case two or more parties are found with same ranking, bidders shall be ranked in the order of their average turnover (highest to lowest) as per the audited annual reports.



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For eg. If there are two bidders at L1 ranking, then Bidder having higher average turnover as per the audited annual report will be ranked as L1 and other will be ranked as L2.

Purchase preference under PPLC is applicable

Purchase preference under MSE is applicable

Contract Period:

1 Year from the date of issue of Release Order from concerned officer.

10. 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 two percent (2%) of the total contract value in favour of the HPCL, within 15 days from the date of intimation of acceptance of their tender, failing which the HPCL reserves the right to cancel the Contract and forfeit the EMD.

2% of PO/Contract value as Security deposit will be acceptable in the form of e-payment upto Rs 50,000/- and in the form of Bank guarantee or through e-payment beyond Rs 50,000/-.

Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period.

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be 10% of PO value.

- a. Composite Performance Bank Guarantee (CPBG) for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money); such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

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Bank should send the BG issuance advice through SFMS to HPCL designated Banker:
ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)



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While sending BG issuance advice, Vendor/ customer Bank should mention the Unique Identifier code UIC on HPCL South Central Zone HPCL508902133SC in the row/field number 7037 of SFMS delivery report

Vendor is advised to take print out of SFMS delivery report from the BG issuing Branch and attach copy of the same along with hard copy of BG while submitting the same to HPCL.

- b. Security Deposit to be submitted at Cherlapally LPG Plant

11. RETENTION MONEY

10% of the total value of the Running Account and Final Bill will be deducted and retained by the HPCL 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 HPCL 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.

Composite PBG of 10% of PO 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 up to a period of 3 months beyond the expiry of defect liability period.

12. PAYMENT TERMS

As mentioned in tender document

1. The payment will be made from IFS, Mumbai

*Hindustan Petroleum Corp. Ltd., Shared Services,
Priyadarshini Building, 2nd Floor,
Eastern Express Highway,
Sion, Mumbai – 400 022, Maharashtra*



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Vendors to submit taxable invoice to avail input credit wherever applicable.

E-Payment: Please note that payments against the PO finalised through this tender will be effected through e-payment only. In case the order is finalised on vendor and the mandate for processing e-payment has not been submitted, then the payment will not be effected till the submission of e - mandate by vendor and updating of necessary records at our end. Any consequent delays in payments will be to vendor's account and HPCL shall not be responsible for the same.

13. INFORMATION TO BIDDERS

- i. 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. Bidders shall follow the instructions issued along with addendum/corrigendum.
- ii. Bidders shall examine the Bidding Document thoroughly and submit to HPCL any queries. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidders to comply with the aforesaid shall not excuse the Bidders from performing the Services in accordance with the contract if subsequently awarded.
- iii. In case of public tenders, Bidders to thoroughly go thru the Pre-Qualification criteria attached in the tender document for Commercial & Technical eligibility.
- iv. Request for extension of tender submission due date, if any, received from Bidders within 48 hours of tender submission due date / time, shall not be considered
- v. Nonattendance in the pre-bid meeting will not be a cause for disqualification of the Bidders.
- vi. All certificates and qualifying documents of successful vendors are subject to verification with originals before award of contract. Vendors to mandatorily produce originals for verification at the time of award of LOI/PO whichever is earlier. Should any of the documents submitted/furnished by the vendor turn out to be invalid/incorrect HPCL reserves the right reject/cancel the offer and take appropriate measures as deemed suitable in line with the Terms & Conditions of the Contract.
- vii. The BIDDERS/SELLER or any employee of the BIDDERS/SELLER or any person acting on behalf of the BIDDERS/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDERS/SELLER's firm, the same shall be disclosed by the BIDDERS/SELLER at the time of filing of tender.



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

- viii. **“Holiday Listing (Banning of Business dealing)”** shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier with HPCL, for its requirement related to procurement.

Bids received from parties who have been banned/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, may not be considered for either evaluation or for award of work.

The Bidders should give a written declaration (attached in tender doc) indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.

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.

- ix. 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.
- x. 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.)
- xi. 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.
- xii. Statutory variations in taxes, duties and cess shall be to Contractor's account. Owner shall make from Contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- xiii. Any new taxes/duties/cess/levies notified/imposed after the submission of last/final price bid but before the contractual date of completion of work shall be to OWNER's account.
- xiv. **It is for the Bidders to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that HPCL will not have any additional liability**



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towards payment of applicable Taxes & Duties as a result of Bidders' wrong assessment / interpretation of applicable taxes & duties.

- xv. In case there is change in the Registration status (Registered/Composition/Unregistered) 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.
- xvi. **Authorized Signatory:** All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be signed by the authorized signatory.

The authorized signatory shall be:

- i. Proprietor in case of proprietary concern.
- ii. Authorized partner in case of partnership firm.
- iii. Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to sign the document, the said document should be signed by the constituted attorney having full authority to sign the tender document and a copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be submitted with the tender.

Submission of the tender under the signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions.

14. 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 Bidders 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
- ii) Defect Liability period
- iii) Suspension & Termination
- iv) Liquidated Damages
- v) Force Majeure



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- vi) Scope of work & Specifications
- vii) Retention Money & PBG
- ix) Arbitration
- x) Payment terms
- xi) Integrity Pact
- xii) Completion Period longer than specified in bid document
- xiii) Firm Prices
- xv) Price change/ implication by the Bidders 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. Bidders 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.

15. 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.

16. CONCILIATION

The parties to the contract may seek to resolve all their disputes and differences amicably by conciliation in accordance with the Conciliation Rules of HPCL (as in force and may be amended from time to time) , provided however that the disputes(s)/ difference(s) amount to a claim is in excess of Rs. One Crore. If however the disputes or differences are not resolved by Conciliation, the Parties shall be free to approach a Court of competent jurisdiction.

17. ORDER OF PRECEDENCE

HPCL GTC to form integral part of the tender.

- Special Terms & Conditions, if any, shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires. Where any portion of the General Terms & Conditions of Contract (GTC) is repugnant to or at variance with any provisions of the Special Terms and Conditions of Contract, unless a different intention appears, the provisions of the Special Terms and Conditions of Contract (STC) shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications,



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Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

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. It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work(s) or making the supply with reference, which the conflict exists.

18. TAX COLLECTION AT SOURCE U/S 206C(1H) OF INCOME TAX ACT 1961:

Bidders shall not quote TCS rate/amount anywhere in their bid; otherwise the bid is liable to be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.

A Seller of Goods ("Vendor") within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source ("TCS") in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL. HPCL's PAN Number for the purpose of TCS is AAACH1118B which is required to be uploaded by the Vendor for every TCS deposit.

The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz. its collection at appropriate percentage, its remittance to Tax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL.

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such



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claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

All other attachments / documents/drawings form part of the tender. If there is any revision / modification in the tender, the same is hosted thru corrigendum.

19. INTEGRITY PACT:

Name and contact details of IEMs are available in hindustanpetroleum.com portal and any communication to IEMs can be forwarded to the following address.

17, Jamshedji, Tata Road, Mumbai-400020

Independent external monitor care of company secretary HPCL.

Integrity pact document is attached in tender annexures.

20. CLAUSE: PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms / severe cyclonic storms and max sustained wind



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- specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

21. USAGE OF TREDIS PLATFORM BY MSME VENDORS

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by the Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

To facilitate the same, HPCL has been registered as Buyer with all three RBI recognized TReDS platform provider as below:

Invoice Mart (A.TREDS Ltd)
MI Exchange (Mynd Solutions)
RXIL (Receivables Exchange of India Ltd)

All MSME vendors with UDYAM REGISTRATION CERTIFICATE are encouraged to get themselves registered with any one or all of the aforesaid TReDS platforms to avail benefit of TReDS bill discounting facility. HPCL has also enabled TReDS discounting option in its Bill Tracking System (BTS) for ease of process during payments post PO placement.

22. SAFETY PROVISIONS:

Vendors are required to follow all safety measures during execution to job including wearing of Personnel Protective Equipment (PPE) to prevent any mishaps at the work site.

Provisions for Safety in Construction:

A Personnel Protective Equipment (PPE)-To be used as per the job requirement.

- i. Safety Helmets
- ii. Safety Shoes
- iii. Safety Belts with life line
- iv. Goggles
- v. Face Protection
- vi. Breathing Apparatus

B Safety in Excavation

- i. Provision of proper barricading (1Mt. height) around pit / excavated pits
- ii. Provision of Reflective sign boards ahead of barricade / material heaps, with adequate message such as 'CAUTION - WORK IN PROGRESS'.
- iii. Proper shoring for the excavation is to be provided to prevent cave-in for side of slope >45 Degree
- iv. Proper precautions to be taken if the excavation is adjoining to heavy structure like building, street and roadways.



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C Safety in Confined Space

- i. Work to be carried out only in presence of a supervisor when worker enters in confined space. Only properly trained men with sound health be deployed for such jobs.
- ii. Medical certificate for such men not more than a month old to be submitted to the EIC.

D Electrical Safety

- i. Provision of first aid kit for electrical shock.
- ii. Provision of CO2 type fire extinguisher in adequate nos. as per EIC directions.
- iii. Provision of minimum 3 nos. of sand buckets with moisture free, dry sand.
- iv. Contractor to engage electrician (s) having valid electrical license in line with provisions in Indian Electricity Rules and to submit the license to the EIC.

E Working at Heights

- i. Take work permission from EIC to take up work at height above 3 metres.
- ii. Provision of suitable platform with steel + movable ladders to be made, its construction to be as per specification with toe board and railing.
- iii. The area below working at height should be cordoned.
- iv. BIS approved quality and good condition safety belts to be used while working at heights
- v. Ropes used should be in good condition and adequate strength free of defects
- vi. Ladder to be placed at secured and levelled surface
- vii. Scaffolding to be erected on rigid / firm / levelled surfaces only.

F General

- i. Provision of "No Smoking" notices prominently displayed.
- ii. Unfinished erected structures to be properly tied up with guy ropes, nuts / bolts of critical section tightened during heavy winds.
- iii. Provision of min. 2 nos. of 10 kg DCP type fire extinguisher
- iv. Provision of 3 nos. sand buckets duly filled with dry sand.
- v. Training on safe practices to workmen.
- vi. Contractor to watch for overhead or nearby electrical lines before commencement of erection and advice HPCL well in advance if any corrective action is required. In all circumstances the responsibility of workmen and machinery safety, life, health, damages, compensation etc. shall be sole responsibility of the contractor. HPCL will not be responsible for any mishaps, accidents, incidents etc. and subsequent damages, compensation, legality etc. Contractor shall indemnify HPCL of any such thing.

G All the above is to be ensured and provided as applicable by the Contractor during all sorts of construction. No extra cost shall be paid towards compliance of above safety measures.

SITE VISIT



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The bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.

All other attachments / documents/drawings form part of the tender. If there is any revision / modification in the tender, the same is hosted thru corrigendum.