



एचपीसीएल बायोफ्यूल्स लिमिटेड

(हिन्दुस्तान पेट्रोशियम कॉर्पोरेशन लिमिटेड के पूर्ण स्वामित्व वाली सहायक कंपनी)

HPCL BIOFUELS LIMITED

(A wholly owned subsidiary company of Hindustan Petroleum Corporation Ltd.)

पंजीकृत कार्यालय : हाउस नं०- 271, रोड नं०- 3E, पोस्ट बॉक्स नं०-126 (पटना जी.पी.ओ.) न्यू पटलिपुत्रा कॉलोनी, पटना-800 013, बिहार
Regd. Office :- House No.- 271, Road No.- 3E, Post Box No.- 126 (Patna GPO), New Patliputra Colony, Patna - 800 013, Bihar
दूरभाष/Telephone - 0512-2260185, 2260069

TENDER ENQUIRY

(This is only a Price Enquiry not a Purchase Order)

(Name & Address of the bidder/tenderer)

Tender No: HBL/TEN/PUB/11-12/183

Tender Date: 10/12/2011

Direct Queries To: Dipak Kujur

Designation: Dy. Manager – Purchase

Department: Purchase

Telephone No: +919771435096

PR No.:HBL/PATNA/11-12/78

Attention: _____.

HBL/PATNA/11-12/79

Title : SUPPLY, LOADING AND TRANSPORTATION OF LOOSE BAGASSE FOR HBL PLANTS AT SUGAULI AND LAURIYA UNDER DISTRICTS OF EAST AND WEST CHAMPARAN OF BIHAR.

Tender (both unpriced bid and priced bid) to be received on or before 03/01/2012 by 1530 Hrs at the address mentioned below.

Tenders are to be dropped in the designated tender box at the address mentioned below. In situation where the tenders are big which cannot be dropped in the box or where the specific tender boxes are not available, tenders are to be submitted with the concerned purchasing authority at the following address.

**HPCL Biofuels Limited.
Building No-271,Road No -3E
New Pataliputra Colony,
Patna – 800013,
Bihar.**

Tender received after due date and time due to whatever reasons will be rejected.

1. For any greivance related issue, queries to be sent to COO -Operations of HPCL Biofuels Limited (HBL) at above address.
2. All unit rates in **Indian Rupees**

Signature and Seal of the Bidder

Tender No. HBL/TEN/PUB/11-12/183 (UNPRICED BID)

Page 1 of 72

Please quote your most competitive rate/s of respective parts in the Schedule of Rates (PRICED BID FORMAT) : Form (enclosed) only for the items mentioned in respective enclosures.

DETAILS OF ITEMS/SERVICES IS MENTIONED IN THE “UNPRICED BID” ENCLOSED.

PART A :Deliver To: HPCL Biofuels Ltd, Sugauli, Vill-Sugauli, Near Sugauli Railway Station, Dist-East Champaran Bihar – 845456 in the following format.

SL No	Item Description	HBL OFFERED QTY	QTY OFFERED BY THE BIDDERS	Unit	TENDERER TO QUOTE ONE WAY DISTANCE IN KM FROM HIS MILL TO HBL PLANT SUGAULI
SECTION 1 OF PART A					
1.1A	SUPPLY OF LOOSE BAGASSE EX MILL WITH MOISTURE CONTENT OF 50% WITH MINIMUM CALORIFIC VALUE 2200 Kcal/Kg, DENSITY RANGING FROM 5 – 7.5 Lb/Cubic feet (in loose condition) .	85000	_____MT	MT	_____KM FROM EX MILL TO HBL SUGAULI
2.1A	TRANSPORTATION & LOADING AT EX SUGAR MILLS OF LOOSE BAGASSE ON MINIMUM 10MT CAPACITY TRUCKS TO HBL PLANT SUGAULI	85000	XXXXX NOT TO BE QUOTED HERE	PER RTKM PER MT	XXXXXXXXXXXXXXXXXXXX (Not to be quoted in this column as it is part of unpriced bid)
NOTE RATE TO BE QUOTED IN PER PER MT PER ROUND TRIP KM BASIS eg – suppose one way distance from supply MILL to HBL mill is Y kms and rate of loading and transportation per MT is Rs.X/MT, then PER MT PER KM will be arrived as Rs. X/Y kms					
3.1A	UNLOADING AND STACKING OF LOOSE BAGASSE AT HBL PLANT SUGAULI.	85000	XXXXX NOT TO BE QUOTED HERE	MT	XXXXXXXXXXXXXXXXXXXX (Not to be quoted in this column as it is part of unpriced bid)
SECTION 2 OF PART A					
1.2A	SUPPLY, INCLUDING,LOADING AND TRANSPORTATION OF LOOSE BAGASSE AT SUGAULI WITH MOISTURE CONTENT OF 50% WITH MINIMUM CALORIFIC VALUE 2200 Kcal/Kg, DENSITY RANGING FROM 5 – 7.5 Lb/Cubic feet (in loose condition) .NOTE: UNLOADING ETC WILL BE DONE BY HBL	85000	_____MT	MT	XXXXXXXXXXXXXXXXXXXX XX (Not to be quoted in this column as it is part of unpriced bid)
PLEASE QUOTE YOUR MOST COMPETITIVE RATE IN THE PRICE BID (SCHEDULE OF RATES) ENCLOSED ALONG WITH THE TENDER.					

Total Quoted Value (In Figures)**: XXXX (Not to be quoted in this column as it is part of unpriced bid.) only.

Signature and Seal of the Bidder

Tender No. HBL/TEN/PUB/11-12/183 (UNPRICED BID)

Page 2 of 72

Total Quoted Value (In words)**: XXXX (Not to be quoted in this column as it is part of unpriced bid.) only.

** Unless otherwise specifically mentioned in HBL Tender Enquiry.

1. 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.
2. 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.
3. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

EXTRAS (TAXES, DUTIES & OTHERS) OF PART A

Details of taxes, duties, levies, entry tax etc. if to be paid extra to be filled in the space given below. The values specifically be mentioned below will only be considered for extra payments. The values to be filled below can be in percentage (%) of unit rate or an add- on amount per unit area. Vendor to specifically mention % of currency, after the value (eg. X% or X Rs/-), else the value having least impact to HBL on the unit rate will only be considered. **(PLEASE MENTION THE FIGURES IN PERCENTAGE ONLY)**

PART B :Deliver To: HPCL Biofuels Ltd , Vill-Lauriya, At Lauriya –Bagaha Highway, Dist-West Champaran Bihar – 845453 in the following format.

SL No	Item Description	HBL OFFERED QTY	QTY OFFERED BY THE BIDDERS	Unit	TENDERER TO QUOTE ONE WAY DISTANCE IN KM FROM HIS MILL TO HBL PLANT LAURIYA
SECTION 1 OF PART B					
1.1B	SUPPLY OF LOOSE BAGASSE EX MILL WITH MOISTURE CONTENT OF 50% WITH MINIMUM CALORIFIC VALUE 2200 Kcal/Kg, DENSITY RANGING FROM 5 – 7.5 Lb/Cubic feet (in loose condition) .	85000	_____MT	MT	_____KM FROM EX MILL TO HBL LAURIYA.
2.1B	TRANSPORTATION & LOADING AT EX SUGAR MILLS OF LOOSE BAGASSE ON MINIMUM 10MT CAPACITY TRUCKS TO HBL PLANT LAURIYA RATE TO BE QUOTED PER KM PER MT BASIS.	85000	XXXXXX NOT TO BE QUOTED HERE	PER RTKM PER MT	XXXXXXXXXXXXXXXXXX (Not to be quoted in this column as it is part of unpriced bid.)
NOTE RATE TO BE QUOTED IN PER PER MT PER ROUND TRIP KM BASIS eg – suppose one way distance from supply MILL to HBL mill is Y kms and rate of loading and transportation per MT is Rs.X/MT, then PER MT PER KM will be arrived as Rs. X/Y kms.					
3.1B	UNLOADING AND STACKING OF LOOSE BAGASSE AT HBL PLANT LAURIYA.	85000	XXXXXX NOT TO BE QUOTED HERE	MT	XXXXXXXXXXXXXXXXXX (Not to be quoted in this column as it is part of unpriced bid.)
SECTION 2 OF PART B					
1.2B	SUPPLY, INCLUDING,LOADING AND TRANSPORTATION OF LOOSE BAGASSE AT LAURIYA WITH MOISTURE CONTENT OF 50% WITH MINIMUM CALORIFIC VALUE 2200 Kcal/Kg, DENSITY RANGING FROM 5 – 7.5 Lb/Cubic feet (in loose condition) .NOTE: UNLOADING ETC WILL BE DONE BY HBL	85000	_____MT	MT	XXXXXXXXXXXXXXXXXX (Not to be quoted in this column as it is part of unpriced bid.)
PLEASE QUOTE YOUR MOST COMPETITIVE RATE IN THE PRICE BID (SCHEDULE OF RATES) ENCLOSED ALONG WITH THE TENDER.					

Total Quoted Value (In Figures)**: XXXX (Not to be quoted in this column as it is part of unpriced bid.)__only.

Total Quoted Value (In words)**: XXXX (Not to be quoted in this column as it is part of unpriced bid.)__only.

** Unless otherwise specifically mentioned in HBL Tender Enquiry.

1. 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.
2. 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.

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

EXTRAS (TAXES, DUTIES & OTHERS) OF PART B

Details of taxes, duties, levies, entry tax etc. if to be paid extra to be filled in the space given below. The values specifically be mentioned below will only be considered for extra payments. The values to be filled below can be in percentage (%) of unit rate or an add- on amount per unit area. Vendor to specifically mention % of currency, after the value (eg. X% or X Rs/-), else the value having least impact to HBL on the unit rate will only be considered. **(PLEASE MENTION THE FIGURES IN PERCENTAGE ONLY)**

1. INSTRUCTIONS FOR SUBMISSION OF BIDS:

TENDERERS ARE REQUESTED TO SUBMIT THEIR RATES IN THE PRICED BID (SCHEDULE OF RATES) (ONLY). THE “PRICED BID” WILL BE ENCLOSED AND SEALED IN ENVELOPE DULY MENTIONING IN BODY OF ENVELOPE AS “PRICED BID”. NAME OF THE BIDDER AND TENDER NO. SHALL BE MENTIONED CLEARLY IN THE BODY OF THE ENVELOPE.

SIMILARLY UNPRICED BID SHALL BE ENCLOSED & SEALED IN THE SECOND ENVELOPE DULY MENTIONING AS “UNPRICED BID”. NAME OF THE BIDDER, AND TENDER NO. SHALL BE CLEARLY MENTIONED IN BODY OF ENVELOPE AND SEALED.

BOTH THE BIDS i.e “PRICED” & “UNPRICED” SHALL BE ENCLOSED & SEALED IN THIRD ENVELOPE. THE BODY OF THIRD ENVELOPE SHALL CONTAIN BIDDERS/SENDERS NAME AND ADDRESS, TENDER NUMBER AND THE SAME SHALL BE SENT TO THE ADDRESS OF HBL PATNA OFFICE AS GIVEN ABOVE.

Please note: Rates to be quoted in the “Priced bid” form only. Priced Bids received in open/unsealed condition or with rate quoted in any unprescribed form other than the “Price Bid” form (enclosed) or in the “Unpriced bid” shall be summarily rejected.

Please note that bids received without following the above instructions may be liable to get rejected and HBL will in no way be held responsible for non receipt and rejection of the bids.

NSIC Unit (Y/N) : _____.

PSE Unit(Y/N) : _____.

SSI(Y/N) : _____.

NOTES / TERMS / CONDITIONS:

PLEASE NOTE:

- ❖ **Please read the enclosed terms and condition carefully before quoting your rate and return it along with your tender duly signed and stamped on all pages and enclosures along with this tender.**
- ❖ Please mention the rate of taxes separately. HBL will take Cenvat credit, invoices and challan shall be compliant to the same.
- ❖ Your sealed quotation (both priced & unpriced bids) should be submitted to this office on or **before 03/01/2012 at 1530 Hrs.** The tenders (unpriced bids) received shall be opened on the same day by 1630 Hrs. **Bidders and other interested bidders may witness the opening of the tender.**

DETAILED /ITEM DESCRIPTION / SPECIFICATION:

Earnest Money Deposit:

EMD WILL BE SUBMITTED BASED ON THE QUOTES OF RESPECTIVE ITEM NOS AS GIVEN BELOW:

- **FOR ITEM NO. 1 OF SECTION 1 OF RESPECTIVE PARTS EMD OF Rs. 15.25 LAKHS IS REQUIRED FOR THIS ITEM IN THE FORM OF PAY ORDER / DEMAND DRAFT OR BANK GUARANTEE OF ANY SCHEDULED BANK (OTHER THAN CO-OPERATIVE BANK) IN THE NAME OF "HPCL BIOFUELS LIMITED" PAYABLE AT PATNA.**
- **FOR ITEM NO. 2, OF SECTION I OF RESPECTIVE PARTS : EMD OF Rs. 8.25 LAKHS IS REQUIRED FOR THIS ITEM IN THE FORM OF PAY ORDER / DEMAND DRAFT OR BANK GUARANTEE OF ANY SCHEDULED BANK (OTHER THAN CO-OPERATIVE BANK) IN THE NAME OF "HPCL BIOFUELS LIMITED" PAYABLE AT PATNA.**
- **FOR ITEM NO. 3, OF SECTION I OF RESPECTIVE PARTS : EMD OF Rs. 1.15 LAKHS IS REQUIRED FOR THIS ITEM IN THE FORM OF PAY ORDER / DEMAND DRAFT OR BANK GUARANTEE OF ANY SCHEDULED BANK (OTHER THAN CO-OPERATIVE BANK) IN THE NAME OF "HPCL BIOFUELS LIMITED" PAYABLE AT PATNA.**
- **FOR ITEM NO 1 FOR SECTION II OF RESPECTIVE PARTS EMD OF Rs. 13.6 LAKHS IS REQUIRED FOR THIS ITEM IN THE FORM OF PAY ORDER / DEMAND DRAFT OR BANK GUARANTEE OF ANY SCHEDULED BANK (OTHER THAN CO-OPERATIVE BANK) IN THE NAME OF "HPCL BIOFUELS LIMITED" PAYABLE AT PATNA.**

EMD SHOULD ACCOMPANY THE TECHNICAL BID (UNPRICED BID). EMD SHOULD BE ENCLOSED IN A SEPERATED ENVELOPE EARMARKED "EMD MONEY" APART FROM THE PRICED BID/UNPRICED BID. EMD NOT IN LINE WITH THE AMOUNT CALLED FOR (AS ABOVE) THEN THE EMD AS WELL AS THE PRICED/UNPRICED BIDS WILL BE RETURNED TO THE TENDERER & WILL BE REJECTED. IF THE EMD DOES NOT ACCOMPANY THE TECHNICAL (UNPRICED BID) AND ACCOMPANIES THE PRICED BID , SUCH BIDS WILL NOT BE CONSIDERED AT ALL AND WILL BE SUMMARILY REJECTED.

THE EMD SHALL BE REFUNDED INTEREST FREE TO ALL THE UNSUCCESSFUL BIDDERS.

SECURITY DEPOSIT SHALL BE AS PER CLAUSE NO. 4 b OF THE GENERAL TERMS AND CONDITIONS OF THE CONTRACT.

PREBID MEETING IS SCHEDULED TO BE HELD ON 28/12/2011 AT 1000 HRS AT FOLLOWING ADDRESS AS BELOW:

**HPCL BIOFUELS LIMITED,
BUILDING NO. 271, ROAD NO. 3E,
NEW PATLIPUTRA COLONY,
PATNA-800013.
Ph- 0612-2260185.**

Payment terms and completion period:

Supply shall commence within 5 days from the date of issue of LOI/PO whichever is earlier.

Payment shall be done within 15 days thru RTGS/Cheque of submission of certified bills to accounts department of respective plants.

COMPLETION PERIOD WILL BE WITHIN 6 MONTHS TIME FROM THE DATE OF LOI/PO WHICHEVER IS EARLIER . THE DELIVERY PERIOD MAY BE EXTENDED UPON PRIOR APPROVAL FROM HBL AUTHORITIES.

Enclosures :

Price bid and Unpriced bid (Yes/~~No~~)
Detailed item Description / specifications (Yes/~~No~~)
Technical Terms and Conditions (Yes/~~No~~)
Commercial Terms and Conditions (Yes/No)
Special Terms and Conditions (Yes/~~No~~)
General Terms and Conditions (Yes/~~No~~)
Others: BQC/ITB . (Yes/~~No~~)

**Signature: S / D.
Designation: COO-OPNS
HPCL Biofuels Limited.**

EVALUATION OF BIDS

1. The Bid is divided in two parts, PART A is for Sugauli and Part B is for Lauriya.
2. Items of part A will be evaluated separately and items of part B will be evaluated separately.
3. The order may be given to multiple parties.
4. The bidders are requested to quote in part items or for all the items of the respective parts.
5. The bids under respectvie items shall be evaluated in such a way that it will have least financial impact/outgo to HBL.
6. The bids will be evaluated technically first as per technical criteria given in the tender. The price bid of technically qualified bidder shall be considered for evaluation.
7. HBL intends to purchase 85000 MT of bagasse for each of its plants which is the tendered quantity. However considering the bidders may not be having the full 85000 MT bagasse to offer, the bidders shall offer the maximum quantity available with them in the column as given above in the unpriced bid.
8. Procedure for Evaluation of item no.1 of section 1 of respectvie parts:
Identifying the L1 bidders . The procedure for identifying the L1 .L2,L3... bidders for itemno.1 of section 1 shall be based on the following:
 - i. The ex mill supply rates as quoted by the tenderers for item no.1 of section 1 of respective parts shall be taken first.
 - ii. The lowest transportation cost (i.e lowest quoted transportation rate in Rs. per KM per MT received against this tender shall be multiplied by the distance mentioned by the suppliers under item no. 1 of section 1 of respective parts) shall be loaded on supply costs received under item no. 1 of section 1 of respective parts for the purpose of determining the bidder standing. For example, suppose suppliers M/s ABC Ltd. Quotes under item no. 1 of section 1 i.e for supply of bagasse Ex. his supply point as Rs. X /MT and the distance quoted by him from his supply point (Ex his mill) to HBL plant is Y km. And suppose the lowest transportation rate received under item no. 2 of section 1 against the tender is Rs Z per KM per MT, then transportation cost/rate shall be Rs. YZ per MT.
 - iii. This landed transportation cost as above i.e Rs. YZ per MT shall be loaded/added on the Rs. X/MT(supply rate under item no.1 of section 1) for evaluation and determining the bidders standing for supply under item no. 1 of section 1 of respective parts.

Once the above procedure is followed then second the following below mentioned procedure shall apply or awarding the contract for item no. 1 of section 1:

In these items the L1 bidder/s will be placed first in order of ranking after feeding the transportation cost as explained above. Preference for awarding the contract will be given first to the group of L1 bidder/s. i.e group of bidders having the identical lowest rates. In case there are more than one L1 bidders (i.e group of bidders offering the same lowest rates) and considering the quantity offered by these bidder meets HBL's full tendered quantity or more than the HBL' requirement, then order may be split at the ratio of quantity offered by them and at the rates negotiated/rationalized by HBL based on the lowest rates received against the tender enquiry.

In case the offered quantity of L1 bidders doesnot meet the full quantity as tendered by HBL then the order will be divided purely on the basis of quantity offered by them to L1 bidders.

In case the full quantity as tendered by HBL is not fulfilled by group of L1 bidders then next L2 bidder offering the maximum quantity in his group (of L2 bidders) shall be called for matching the L1 rates and contract may be given for balance delta quantity fullfiling the HBL's requirements.

In case if even after consolidating the quantity of above L2 bidder doesnot suffice/fulfils full tendered quantity even after considering the above L2 bidders then L3 bidders next in raking shall be offered as per simmlar procedure given above until the full tendered quauty is met.

9. **EVALUATION OF ITEMNO. 2 & 3 OF RESPECTIVE PARTS:** The bid shall be evaluated independently based HBL's least financial impact/outgo i.e on the lowest rates and negotiated/rationalized rate. The contract may be awarded at 60:40 ratio of respective parts based on matching the L1 rates by the L2 Bidders or as the case may be.

10. **EVALUATION OF ITEM NO. 1 OF SECTION 2 OF RESPECTVIE PARTS:** The bid shall be evaluated independently based HBL's least financial impact/outgo i.e on the lowest rates and negotiated/rationalized rate. The contract may be split on multiple parties based on the procedure followed for item No.1 of section 1 of respective parts.

BID QUALIFICATION CRITERIA

FOR

SUPPLY , LOADING AND TRANSPORTATION

OF LOOSE BAGASSE

ON DOOR DELIVERY BASIS

TO HBL PLANTS SUGAULI AND LAURIYA

1.0 INTRODUCTION

M/s HPCL Biofuels Limited (HBL), invites bids under two bid system from Bidders for Supply, Loading and transportation of loose bageasse at door delivery basis for 2 nos of Integrated sugar mills at **Sugauli, Dist-East Champaran, Bihar and at Lauriya, Dist-West Champaran Bihar.**

2.0 BRIEF SCOPE OF WORK:

The scope of the contract is supply of loose bagasse ex.mill (item no.1 section 1 of respective parts) transportation and loading as per itemno. 2 of section 1 of respective parts, unloading and stacking of loose bagasse as per item no. 3 of section 1 of respective parts and supply, loading, transportation, as per itemno. 1 of section 2 of respective parts to Integrated Sugar Mill at **Sugauli, Dist-East Champaran, Bihar and to Lauriya , Dist- West Champaran, Bihar.** Bidder's / tenderer's are requested to offer the maximum quantity available with them for supply under respective parts of the tender.

Part A is for HBL Plant Sugauli and **Part B** of the tender is for HBL Plant Lauriya.

SUPPLY PERIOD: The bidders are required to supply the material under contract within 6 months time from the date of LOI/PO which ever is earlier.

3.0 BID QUALIFICATION CRITERIA: The bidder shall meet all of the criteria mentioned in Clause 3.1 & 3.2 otherwise the Bid will be summarily rejected.

3.1 Technical Criteria

- (a) Bidder during the last seven years reckoned from 31.10.2004 shall have carried out at least at least one supply contract of bagasse to customer/s in India or abroad.
- (b) The bagasse supply contract mentioned in 3.1 (a) carried out by the bidder in India or abroad shall have been completed satisfactorily.

3.2 Financial Criteria:

Annual Turnover: The Bidder for item no. 1.1A, 1.1B, 1.2A & 1.2B shall meet the minimum prescribed financial pre-qualification requirement as follows:

The average Annual financial turnover (on annualized basis), as per audited and notorized balance sheet and Profit & Loss account, for the last three financial years ending March, 2011 shall be at least **₹. 379 Lakhs.** For the vendors following financial year closing at the end of June or September or December, the last 3 financial years ending with the respective quarter of 2010 will be considered.

The above critera for technical and financial are not applicable for bidders quoting for item 2 & 3 of section 1 of respective parts i.e for transportation and loading and unloading.

Note: Bidder shall furnish documentary evidence i.e. copies of work orders/ relevant pages of contract, completion certificate/inspection release note from their clients/consultant, annual reports containing audited balance sheets and profit & loss accounts statement in support of their

fulfilling the bid qualification criteria. HBL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

4.0 Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them. "Affiliate" of a Party shall mean any company or legal entity which:

- (a) Controls either directly or indirectly a Party, or
- (b) Which is controlled directly or indirectly by a Party; or
- (c) Is directly or indirectly controlled by a company, legal entity or

Partnership which directly or indirectly controls a Party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

5.0 Bids may be submitted by:

- a) A single person/ entity (called sole bidder);
- b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d) An Indian arm of a foreign company.

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

a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.

b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

c) In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:

- 1) Each member in a consortium may only be a legal entity and not an individual person;
- 2) The Bid shall specifically identify and describe each member of the consortium;

- 3) the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - 4) One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
 - 5) This prime member shall be solely responsible for all aspects of the Bid/ Proposal including the execution of all tasks and performance of all consortium obligations;
 - 6) The prime member shall fulfill each eligibility criteria;
 - 7) a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
 - 8) No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
 - 9) No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - 10) No consortium member shall hold less than 25% stake in a consortium;
 - 11) Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - 12) Any person or entity can bid either singly or as a member of only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to full fill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work.

Note: Pre-Bid meeting will be held on 28th of Decemeber 2011 at 1000 hrs at HPCL Biofuels Limited, Buliding No. 271, Road No. 3E, New Patliputra Colony, Patna-800013.

We invite your most competitive offer for Supply, loading and transportation of loose bagasse as per above items to our Integrated Sugar, Cogen & Ethanol plant at **Sugauli, District-East Champaran , Bihar & at Lauriya, Dist- West Champaran, Bihar** as per the following documents enclosed herewith:

- 1) Instruction to Bidders – Part A & Part B.
- 2) Agreed Terms and conditions.
- 3) **Tender Common Forms :**
 - a) Bid Qualification Criteria - as above
- 4) **Tender Item Forms - Technical :**
 - a) Special Conditions of Contract
 - b) Scope of Work
- 5) Bank Guarantee Formats.

The above comprises tender terms & conditions, and criteria for evaluation of bids, rejection criteria, etc.

Bidders are required to furnish their exceptions & deviations if any on separate sheets.

Note: Bidders are requested to review all the unpriced bid documents in detail and submit their bids accordingly. Wherever data is sought from the bidders, the same is required to be submitted by the bidders at the time of submission of their bids.

Bank Guarantee formats pertaining to EMD, CPBG, PBG, BG in Lieu of LD and Security Deposit are enclosed separately.

NSIC Certificate : In case of having valid registration with NSIC, copy of the NSIC registration certificate is required to be provided by the bidders.

Declaration with respect to blacklisting :

A declaration to the effect that applicant was not blacklisted by any CPSU/PSU or by Government of India in the past shall be submitted by the Applicant along with the application in the format attached.

In case of any queries pertaining to this tender, please direct the same to:

Dipak Kujur

Dy.Manager-Purchase , HPCL Biofuels Limited,

Building No. 271, Road No. 3E , New Patliputra colony

Patna -800013. Phone – 0612-2260185.

Email: dekujur@hpcl.co.in & dnag@hpcl.co.in

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 you and the mandate for processing e-payment has not been submitted

by you, then the payment will not be effected till the submission of e - mandate by you and updation of necessary records at our end. Any consequent delays in payments will be to your account and HBL shall not be responsible for the same.

E-mandate not required to be submitted, in case the same has been submitted earlier to HBL.

Tender Due Date : 03/01/2012 (1530 hrs).

Taxes & Duties :

Taxes, duties levies etc if any shall be quoted in percentage only in the fields provided above in the unpriced bid. Note: taxes, duties, levies mentioned in amount or in other figures other than in percentage form shall lead to rejection of the entire unpriced and priced bid of the bidder.

GENERAL INFORMATION:

Earnest Money Deposit (EMD) : AS PER PAGE 6 OF THE TENDER

EMD shall be accepted in the form of Demand Draft/Pay order or Bank Guarantee on any Nationalised or Scheduled bank (other than Co-operative banks). Amount of EMD is indicated above. In case EMD is submitted in form of Bank Guarantee, it should be made on non-judicial stamp paper of appropriate value (denomination) and should be valid for 4 (Four) months from due date / extended due date of the tender. Cheque / FDR or EMD in any other form shall be treated as offer without EMD and shall not be acceptable. Public Sector Undertakings (Declaration required) and Units registered with NSIC (Copy of valid registration certificate is required to be submitted) are exempted from submission of EMD.

EMD (original instrument) should be kept in a separate envelope (super scribed with tender number, job & due date) and should be enclosed in the unpriced bid and deposited by tender due date / time mentioned above, in the tender box provided in the office of HPCL Biofuels Limited , Building no 271 , Road No 3 E , New Patliputra colony, Patna -13.

EMD exemption documents (applicable for PSUs and NSIC registered parties) should also be deposited in the tender box at the above mentioned address, before the tender due date and time.

(ii) HBL shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, site visits, prebid meetings and other expenses incurred during bidding process.

(iii) Fax / e-mail bids shall not be accepted.

(iv) HBL reserves the right to accept or reject any one or all the tenders without assigning any reason.

(v) Completed Tenders in all respect should be submitted in tender box in office address as mentioned within the tender due date/ time. Unpriced (Technical) bids shall be opened and participating bidders can witness the same. Bidders would not be allowed to submit their bid after stipulated tender due date and time.

INSTRUCTIONS TO BIDDERS- PART A

1) **This is only a Tender Enquiry and not an order.**

2) The tender should be submitted, by the due date and time, as specified in the tender. Late / delayed tenders submitted after the due date and time, for whatsoever reasons will not be considered.

3) Partially completed / incomplete tenders shall not be considered.

4) All communications regarding the tender including queries, if any, and submission of offers shall be done with Purchase department of HBL, Patna Office.

5) **Two Bid System**

Bidders are required to submit offer in Two parts, namely “**Unpriced bid**” & “**Priced bid**”.

6) **Validity**

Quoted prices in the priced bid shall be valid for a period of **120 days** from the due date / extended due date for the placement of order.

7) HBL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HBL shall not be responsible for any postal or other delays in submitting EMD wherever applicable.

8) 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.

9) Tender opening (unpriced bid as well as priced bid) will be done at the time and dates specified in the tender or will be intimated.

10) HBL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. HBL reserves right to accept any or more tenders in part. Decision of HBL in this regard shall be final and binding on the bidder.

11) Technical and Unpriced Part of the Offer will be opened by HBL as per the due date and time mentioned in the NIT (Notice Inviting Tender).The Priced part of the Offer of technically qualified bidders will be subsequently opened as per date advised subsequently.

12) **Cost of bidding :**

The bidder shall bear all costs associated with the preparation and submission of the bid, and HPCL Biofuels Limited (HBL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13) HBL may solicit the bidder's consent to an extension of the period of validity of offer. The request and the response there to shall be made in writing. If the bidders agree to the extension request, the validity of Bank Guarantee towards Earnest money shall also be suitably extended. Bidders may refuse the request without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of offer will neither be permitted to revise the price nor to modify the offer.

14) **Grievance Redressal Mechanism:**

All the references / greivances if any that are received from parties who participated / intend to participate in the company's tender shall be marked to **COO - Operations, HPCL Biofuels Limited, Patna Office.**

Criteria for evaluation of bids and instruction to bidders

PART B

The following is the detailed instructions for submission and evaluation of the Bids.

DOCUMENTS/INFORMATION REQUIRED ALONG WITH UNPRICED BID

1. FINANCIAL

- 1.1 Submit copy of the notarized Annual accounts audited by independent chartered or certified accountants for any of the last three years as mentioned in BQC, wherein the average annual turnover for a year of the bidder should be at least as specified in BQC.
- 1.2 Submit copy of the notarized Annual accounts audited by independent chartered or certified accountant, wherein the Net worth figures can be arrived at and are indicated as positive.

c) TECHNICAL

2.1 PREVIOUS EXPERIENCE

- A. General :** Bidder shall provide details of bagasse supply contract for meeting bidder's qualification criteria specified. The minimum details to be provided shall be a) Client Name, Address and Contact Person/ Telephone nos., b) Order no. Date, c) PO start and Completion Date / proof of completion.
- B. Credentials :** Bidder shall submit proof of bagasse supply contract meeting BQC requirement by submitting copies of relevant completed Contract/Work order, Completion certificate from client regarding successful commissioning and operating for a minimum time as specified in BQC.

3.0 OTHER DOCUMENTS:

- 1) Title, style and postal address of the firm.
- 2) Communication particulars including telephone numbers, fax numbers and e- mail address.
- 3) Proposed Organization Chart, proposed manpower deployment (machinery wise) schedule for individual unit with number, qualification separately and indicative salary for operation and maintenance of all three units.
- 4) Pan No. & Power of Attorney for the signatory.
- 5) Declaration for not having been banned/delisted by any Government or quasi Government agencies or PSUs.
- 6) Declaration for Exceptions and Deviations in separate letter head.
- 7) List of completed works.
- 8) NSIC certificate, if applicable

4.0 BIDDING DOCUMENTS

- 4.1 The required scope of the supply, loading and transportation of loose bagasse, terms and conditions have been detailed in the tender document. Bidders are advised to go through the tender document carefully. No extra claims on account of the lack of understanding of the clauses/articles on the part of the Bidder will be entertained by the Owner after the award of Contract.
- 4.2 The tender document has been divided into following sections
- a. NIT.
 - b. Bid Qualification Criteria.
 - c. Instruction to Bidders.
 - d. General Terms and Conditions
 - e. Special Conditions of Contract
 - f. Proforma for Bank Guarantee

5.0 TECHNICAL BIDS IN LINE WITH THE BID REQUIREMENTS

The detail requirements scope given in the Bid specifications have been arrived at after considerable thought and based on the experience of the Owner & Consultants. The Bidder being an experienced vendor, it is recognized that Bidder may have some different views on scope and other technical requirements of the Bid / Specifications. Considering the various aspects like the experience of the Bidders, cost and expeditious evaluation and finalization of the Contract, the base offer shall be based on but not limited to the exact requirements given in the Bid documents for the jobs. In case if additional jobs are required for the reliable, safe operation of the plant and its maintenance then the Bidders shall include the same as necessary in their unpriced bid on his letter head. Kindly note that HBL will reserve the sole right to accept the above. However any cost impact arising due to the additional jobs as listed by the bidder shall not be considered for price bid evaluation.

6.0 BID CLARIFICATIONS/AMENDMENTS BY HBL

- 6.1 HBL 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.
- 6.2 Bidders shall examine the Bidding Document thoroughly and submit to HBL. For any apparent conflict, discrepancy or error, HBL 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. The bidders can send queries through fax/letter/email/online up to the date specified during prebid meeting.

- 6.3 Corrigendum(s) and record notes of “pre-bid” discussion, if any, shall be made available to all at the web site “ www.hpclbiofuels.com ” and uploaded to the site within 5 days from the date of pre-bid meeting. No separate press notice shall be given. The queries received during the pre-bid meeting and the date specified during the meeting shall be entertained for clarifications.
- 6.4 The Bidder(s) or their designated representative are invited to attend a pre-bid meeting which will take place at HPCL Biofuels Limited’s Office, Building No. 271, Road No.3E, New Patliputra Colony, Patna – 800013.
- 6.5 The purpose of the meeting will be to clarify issues and to answer queries on any matter related to the tender and bidding process that have been raised before or during the meeting.
- 6.6 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 the date of the prebid meeting. It may not be practicable to answer queries received late, but queries and responses/ clarification may be posted in the form of record notes at the web site www.hpclbiofuels.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/HBL exclusively through the issue of corrigendum/addendum posted at web site or thru news paper notice and not through the minutes of pre-bid meeting.

7.0 REJECTION OF BID

Bids received late i.e. after due date and time, due to any reason (s) whatsoever shall be rejected. Bids received without requisite EMD, tenders in any unprescribed format as mentioned in the tender shall also be rejected.

The bidder shall quote for respective parts of the tender in the Priced Bid only. Bids received with quotes quoted in the unpriced bid or in any other format shall not be considered for price bid evaluation.

Only Indian bidders are eligible to quote for this tender.

8.0 DEVIATIONS TO TENDER REQUIREMENTS

- 8.0.1 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, HBL 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 may be rejected without any further correspondence with them. The Clauses are mentioned below:

- i) Security Deposit [Clause of GTC].
- ii) Suspension & Termination (Clause of GTC).
- iii) Force Majeure (Clause of GTC).
- iv) Scope of work .

- v) Validity of bids less than 120 days.
- vi) Arbitration (Clause of GTC) .
- vii) Payment terms (SCC).
- viii) Contract Period longer than specified in bid document.
- ix) Earnest Money Deposit.
- x) Firm Prices.
- xi) Price change/ implication by the bidder unilaterally after submission of bid.

8.0.2 In case Bidders wish to stipulate any deviation to Bidding Document requirements other than those stated above, they shall indicate the same in the unpriced Bid in bidder's letter head. Bidder shall note that clarification/queries/deviations mentioned elsewhere in the offer shall not be given any cognizance. However HBL reserves their right to reject bids containing deviations to any of the Bidding Document stipulations.

9.0 **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. After the bid due date and time, 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.

No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the bidder on the bid form. Withdrawal of the bid during this interval shall result in forfeiture of bidder's EMD.

10.0 **DETERMINATION OF RESPONSIVENESS**

- i) Prior to the financial evaluation of bids, HBL will determine whether each bid is substantially responsive to the requirements of the Bidding Document.
- ii) For the purpose of this Clause, a substantially responsive bid is one which conforms to all the terms and conditions and specifications of the Bidding Document including bid qualification criteria without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Bidding Document, the HBL's rights or Bidder's obligation under the Contract and retention of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- iii) If a bid is not substantially responsive to the requirements of the Bidding Document, it may be rejected by the HBL. Such rejection may be intimated to the Bidder.

11.0 **EVALUATION TERMS OF PRICED BIDS:**

TO BE READ IN CONJUNCTION TO EVALUATION OF BIDS

11.1 The "PRICE BIDS" of only substantially responsive bidders and techno – commercially accepted bids shall be considered for opening.

- 11.2 Bidders shall quote the prices in Indian Rupees only.
- 11.3 Bids shall be evaluated only basis price quoted in the price bid. Bidder shall clearly indicate the taxes/levies etc. in the “**Extras** (taxes, duties and others) in the unpriced bid. The bidder shall clearly indicate the taxes, levies, duties factors in percentage form in the above field (**Extras**).
- 11.4 HBL reserves their right to extend purchase/price preference to NSIC/Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening un-priced bids.
- 11.5 HBL reserves their right to negotiate/rationalize the quoted prices with the bidder/s.
- 11.6 HBL reserves the right to delete any of the items in the Schedule of Rates at the time of placement of Fax of Intent/Purchase Order. The decision of HBL shall be final and binding.
- 11.7 The bidder shall quote for part or for all the items mentioned in the respective parts in the tender.
- 11.8 Tenders shall be evaluated seperately for Part A and seperately for part B for assessing the sucessful bidder/s for awarding the contract/s on respective parts for supply, loading and transportation of bagasse at respective HBL plants.
- a. The rate quoted by the bidders/tenderers for supply, loading and transportation of bagase under respective parts shall be irrespective of seasonal and off-seasonal rates.
 - b. All machinery, manpower, tools and tackles required for loading bagasse at the source shall be completely under the supplier’s scope.
 - c. The scope of the tender shall cover supply, loading and transportation of bagasse at door delivery basis to respective HBL plants/mills of required specification as mentioned in the tender.
 - d. Tenderers/bidders may offer the maximum quantity available with them at respective parts for supply, loading and transportation of bagasse under respective parts/HBL plants.
 - e. In the respective parts, order/s shall be given to multiple parties based on matching the lowest offer / rationalized / negotiated offers received.
 - f. In the respective parts, order / contract shall be awarded to party/tenderer who has offered the lowest rate (L1 rate or rationalized/negotitated rate) and for the the quantity specified by him in the bid as per the scope of the tender for the quantity offered by the tenderer/bidder.
 - g. No deviation in specifications/scope of work shall be allowed. Bids having deviation in scope of the job and specification shall not be considered for evalaution.
 - h. In the event the original L1 tenderer/bidder offers for supply, loading and transportation of the full tendered quantity then the order shall be awarded to the L1 party for the entire tendered

quantity of respective parts and no counter offer/s / contracts shall be given to any other bidder/tenderer.

- i. In the event the L1 party / bidder does not offer full tendered quantity, then counter offer shall be given to next L2 party to match the L1 / rationalized/negotiated rate for the balance tendered quantity of bagasse left.
 - j. In the event that the L2 party matches the L1/rationalized/negotiated rate and agrees to supply, load and transport the balance quantity left, then the contract shall be awarded to the L2 tenderer/bidder for the balance quantity and at the L1/rationalized/negotiated rate.
 - k. In the event the L2 party does not match the L1 rate then counter offer will be given to next L3 party for the balance quantity and similar procedure for awarding the contract shall be followed.
- I.** The above procedure shall continue until the contracts / POs consolidate to the entire tendered quantity at the L1/rationalized/negotiated rate.

13.0 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/evaluation but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

14.0 VERIFICATION BY OWNER

All statements submitted by Bidder regarding experience, material 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.

15.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the Owner/HBL will notify the successful Bidder by email/ fax to be confirmed by letter that their bid has been accepted in the form of "Letter of Intent (LOI)"

16.0 AWARD OF CONTRACT/PURCHASE ORDER

The Owner/HBL will award the Purchase Order/ Contract to the successful Bidder for a particular package at the rates quoted by the bidder/ negotiated rate , if any. Following shall form the part of Purchase order

- a. LOI
- b. Agreed Deviations
- c. Special Conditions of contract
- d. Time Schedule/contract period
- e. General Terms of Contract
- f. Scope of work & Technical Specifications
- g. Schedule of Rates
- h. Instruction to Bidders
- i. Any other documents, relevant to the execution of the contract.
- j. Clarifications and answers related to prebid/other queries during the tendering process.

17.0 PRICE AND RATES

Bidders shall quote in their proposal, **firm price** for the entire scope of works covered in the tender document. The statutory taxes/levies/duties shall be extra which will be paid by HBL.

The price to be quoted by the Indian Bidders only and shall be in Indian rupees and the quotation shall be in accordance with the requirement of the relevant schedules in the bid specification. The price shall be basic and all taxes , duties & levies shall be indicated seperatly in the respective fields as provided in Unpriced bid.

The prices quoted shall be for complete scope of work as per tender document and shall include all charges/ expenses towards salary loading, transportation, statutory licenses etc. No additional payment under any head/pretext other than the lump sum amount and the statutory variation as mentioned in the tender document shall be payable by the owner.

Bidders shall arrange on their own required licences and foreign exchange, if foreign expatriates are employed. All coordination and paper work with respect to customs formalities, port levies, port handling charges, and other documentation etc. is in the scope of the bidder. The nationality approval has to be taken from HBL and incase the clearances are not received from concerned ministry the employee may not be deployed at our site.

The contractor shall mention all taxes as applicable separately in the enclosed format, along with rate and base value and also the taxes for which Cent VAT / tax invoices shall be given by the contractor to HBL. This will facilitate invoking the clause of statutory variations in taxes during the period of contract. The contractor shall not put the ceiling limit on the amount of any tax credit being passed on to HBL

In case any time extension is granted for any reasons whatsoever, no charges shall be paid by owner towards idling, demobilizing or mobilizing etc.

“C” Forms will be issued whenever inter State purchases are required to be made. Bidders may quote accordingly.

18.0 **Break-up details of Quote**

In the priced – bid, Bidders are required to rates, clearly indicating whether the rates are basic or inclusive of all applicable taxes,levies & duties. The various taxes/levies/duties break-up in % age only (not the amount) must be spelt out & submitted along with the unpriced bids in “Extras” field. **Bidders to note that only “%” has to be mentioned against the taxes/levies heads in unpriced bid, and bidders must ensure that no amounts or any any commercial value/quote are mentioned in the unpriced bid. In case the bidder doesnot mention any taxes,levies and duties in the unpriced bid or priced bid then the rate quoted by the bidders under respective items shall be construed as inclusive of all taxes, levies and duties.**

19.0 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, 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.

- i) Letter of Intent along with enclosures, if any
- ii) Time Schedule/contractual period.
- iv) Schedule of Rates
- v) Instruction To Bidders
- vi) Special Conditions of Contract
- v) Scope of Work
- vi). Drawings
- vii) General Terms and Conditions
- vii) Technical / Material Specifications.
- viii) Indian Standards
- ix) Other applicable Standards.

SPECIAL CONDITION OF CONTRACT

1. Bidder shall ensure compliance to the requirements of Safety, Health & Environment (SHE) of his staff i.e people engaged by him and people assigned under him by HBL. The bidder shall ensure compliance of Safety related plans of HBL to the extent of organising manpower for the above. In respect of the contract employees employed by the owner, the bidder shall bring to notice any lapse on the part of such contractors with regard to SHE compliance.
2. Bidder shall take all necessary steps to ensure Statutory / Legal Compliances related to the contract of the plant of the owner.

CONTRACT PERIOD:

The contract shall commence from the date of intimation by HBL or as specified by the owner/HBL. The contract completion period shall be within 6 months from the date of LOI/PO whichever is earlier.

BIDDER QUOTE :

Bidder shall quote the price in the "PRICED BID" only for the services as per the Scope and terms and conditions of this tender or as per annexed Schedule of rates.

TDS (Tax deduction at source) at prevailing rates shall be deducted by OWNER/HBL while releasing payment to BIDDER. TDS certificate shall be provided by OWNER/HBL.

The quote offered by the bidder shall define all the tax elements separately and other Govt. levies as applicable in the State of Bihar. Any statutory changes in taxes/levies/duties shall be affected in this PO also.

PAYMENT TERMS:

Billing will be done on fortnightly or monthly basis.

100% payment will be made within fifteen days after submission of certified bill (Certified by HBL) to accounts department of respective plants.

Owner shall not be responsible for any kind of losses/compensation/claim for any person/employee of bidder working in owner unit.

CONTRACT UNASSIGNABLE:

1. BIDDER shall not, without OWNER's/HBL's prior written consent, directly or indirectly assign, transfer or sub-contract the work contemplated under this assignment.

CONFIDENTIALITY:

1. All information / data supplied by OWNER or derived there from, are strictly confidential and shall not in any way either directly or indirectly be revealed by BIDDER or their employees to any third party.

BIDDER'S GENERAL INDEMNITY:

1. Owner/HBL shall not be held responsible or liable for any loss, damage or expenses resulting from the bidder's execution of the contract with owner with regard to payment to his personnel, any injuries, accidents or death.
2. The Bidder shall indemnify, defend and hold Owner /HBL from any and all claims, action, loss, expenses, damages and liabilities with regard to person or property resulting from any act, negligence or otherwise or misconduct of the Bidder, or his employees, representatives, agents including subcontracts.

PENALTY CLAUSE:

ITEMWISE PENALTY CLAUSE

Minimum shipment of 400 MT per day shall be allowed per plant , untill and unless instructed by HBL to reduce the shipment quantity based on the storage availability at HBL 's end.

- For item No. of 1 of section 1 of respective parts if the suppliers fails to supply the minimum 400MT per day of bagasse to HBL Plants in normal circumstances then penalty @ 1% per failure day will be deducted from the supplier's bill/account to the maximum 5% . If failure to supply above stated quantity is more than 5 consecutive days then HBL will have the sole right to cancel the PO and carryout the job at the suppliers risk and cost. This penalty will not be applicable in case HBL advices to reduce the supply.
- For item No. of 2 of section 1 of respective parts if the suppliers fails to transport minimum 400 MT per day of bagasse to HBL Plants in normal circumstances then penalty @ 1% per failure day's will be deducted from the supplier's bill/account. If failure to transport above stated quantity is more than 5 consecutive days then HBL will have the sole right to cancel the PO and carryout the job at the suppliers risk and cost. This penalty will not be applicable in case HBL advices to reduce the transportation.
- For item No. of 3 of section 1 of respective parts if the contractor fails to unload and stack minimum 400 MT per day of bagasse to HBL Plants in normal circumstances then penalty @ 1% per day's will be deducted from the supplier's bill/account. If failure to unload & stack above stated quantity is more than 5 consecutive days then HBL will have the sole right to cancel the PO and carryout the job at the contractors risk and cost.
- For item No. of 1 of section 2 of respective parts if the suppliers fails to supply the minimum 400MT per day of bagasse at HBL mill gate in normal circumstances then penalty @ 1% per failure day will be deducted from the supplier's bill/account to the maximum 5% . If failure to supply above stated quantity at HBL mill gate is more than 5 consecutive days then HBL will have the sole right to cancel the PO and carryout the job at the suppliers risk and cost. This penalty will not be applicable in case HBL advices to reduce the supply.

**JOB DESCRIPTION AND SPECIFICATION OF THE BAGASSE SUPPLY, LOADING AND TRANSPORTATION AT
RESPECTIVE HBL PLANTS**

BAGASSE SUPPLY FOR ITEM NO. 1 OF SECTION 1 OF RESPECTIVE PARTS:

- Scope cover supply of bagasse only. Loading of bagasse etc including transportation, unloading shall be HBL's scope or shall be paid under respective items. Bagasse supplied shall be for respective plants as mentioned in respective parts of the tender of required specification as mentioned below.
 - I. Bagasse shall be free from dust, impurities and shall have maximum moisture content of 50% with minimum calorific value 2200 kcal/kg, density ranging from 5 – 7.5 lb/cubic feet (in loose condition) .

Bagasse being supplied shall accompany test certificate indicating maximum moisture content and calorific value. It will be the responsibility of the supplier to submit the test certificate to respective HBL plants at intervals of minimum 1000 MT of the supplied lot.

HBL reserves the right to test the bagasse supplied at respective HBL plants and HBL reserves the right to terminate/suspend such supplies of bagasse/lot in the event on non matching the specifications.

Minimum shipment/supply of 400 MT shall be allowed per plant per day , untill and unless instructed by HBL to reduce the shipment quantity based on the storage availability at HBL 's end.

Billing for item no.1 of section 1 of respective parts will be done basis weighment slip done at Ex.Supply locations .The supplier shall send and append the same while claiming the bill. The billing schedule will be on monthly basis or at periodicity as mutually agreed by the supplier and HBL.

Billing for item no.1 of section 2 of respective parts will be done basis weighment slip done at respective HBL locations on monthly billing basis or at periodicity as mutually agreed by the supplier and HBL

The biling of transporters for item no. 2 of section 1 of respective parts shall be done basis weighment slips at respective HBL Locations and on monthly basis.

The billing for item no. 3 of section 1 of respectvie parts shall be done basis dailiy certification of bagasse unloading and stcking by engineer in charge.

The supplier (for item no. 1 of section 1 and item no. 1 of section 2 of respective parts) shall enclosed Lab test certificate of bagasse supplied by him as per above specification. The supplier shall submit the test certificate at regular intervals i.e intervals of minimum 1000 mt of LOT being supplied to HBL.

HBL shall also test the bagasse at respective HBL plants. In case the specification of bagasse as indicated above is found inferior then penaltywill be deducted from suppliers account as per rates which will be a sole Descretion of HBL from the suppliers bills for the particular 1000 MT lot. If the quality of bagasse being supplied is consistly found to be inferior than our specifications for more than 5 days, then HBL has the sole right to reject the bagasse and cancel the PO.

Scope of Jobs for item no. 2 of section 1 of respective parts:

The scope includes supply & operations of minimum 3 nos of tractors cum pushers with driver + fuel cost complete at loading points at ex. Mill including 5 gangs of labor (minimum 5 labours in each gangs or more in each shift). The transporter or the case may be as per respective items shall ensure that bagasse being transported at respective mill are transported in vehicles in road worthy conditions, having the following :

- The vehicles should have valid registration nos., insurance, RTO license, and state / destination permits/license etc.
- The drivers shall be well mannered/behaved and shall have valid driving license.
- All the loaded vehicles shall be fully covered with tarpaulin in order to reduce minimum losses of bagasse.
- The billing of the supplier shall be strictly based on the weighment at the receiver's / HBL weighment slips only.
- It will be the responsibility of the supplier or his designated transporter to collect weighment slips from respective HBL plants for billing.
- No demurrages shall be paid to the supplier/transporter in the event the trucks are delayed for unloading i.e after plant hours. However HBL will endeavour to unload the vehicles during office hours.
- Losses upto maximum 0.5% of lot per truck bagasse shall be permissible.
- In the event the losses are more the 0.5% of the lot per truck, then deduction will be applicable at the ordered rate for the residual quantity.
- In the event the truck meets with accident, it will be the scope of the supplier to replace the entire load, and no extra payment for the expense incurred so will be paid to the supplier.
- It will be the responsibility of the supplier to ensure that all taxes/octroi, road permits, entry taxes or any levies/taxes are co-ordinated and borne by them. Supplier / tenderer/bidder shall consider the same while quoting their rates.
- It will be the responsibility of the the tenderer/supplier to take all the licenses for executing the job. All the payments shall be borne by the supplier for the same.
- It will be the responsibility of the supplier to co-ordinate with the HBL officers of respective HBL plants for dailiy indents/ certification of bagasse test certiciates and for certification of their monthly/fortnightly bills.
- Supplier shall note that bagasse supplied in respective palnts is for operational purpose and no delay in delivery shall be permitted.
- In the event of delayed delivery HBL shall have the sole right to penalize the supplier/contractor.
- Billing will be done on monthly or fortnightly basis based on the weighment slip taken at respective destination HBL plants.
- The supplier/tenderer shall exempt HBL of any legal obligations arising due to transportation, accidents, loading and supplies or in short from any statutory/legal obligations arising while executing contract/order.
- Suppliers shall strictly adhere to safety and security rules and regulation of HBL plants and no lapse in safety and security will be acceptable.
- In the event of any lapse in safety and security by the contractor/supplier, HBL shall have the sole right to suspend/terminate the contract.

- The supplier shall ensure, borne and shall obtain all labour license / statutory licenses applicable as per current govt rules and regulation for executing the contract.

Scope of job for item no. 3 of section 1 of respective parts.

The job shall include labour jobs consisting of minimum 5 gangs per shift and 5 labours per gang including tools and tackle for unloading bagasse , co-ordination with plant incharges and supply and operating minimum 3 tractors cum pushers with drivers and fuel cost etc complete for stacking the unloaded bagasse. The contractor shall ensure that the bagasse are stacked properly in conical form in order to ensure that no water retaining is their at the bagasse heap.

The contractor shall ensure that minimum wages norms and norms as per labour laws are maintained . documents related to labor laws shall also be maintained and made available at HBL plants.

Scope of job for item no. 1 of section 2 of respectvie parts.

The scope shall include complete including cost of bagasse supply, loading the same at trucks, transporting the same at HBL mill gates. The details shall be the comobination of item no. 1 and 2 of section 1 of respectvie parts

GENERAL TERMS & CONDITIONS OF CONTRACT

NOTE: This shall be read in conjunction to all the above Annexures. In case there is contradiction between clauses of General Terms and Conditions of Contract and with any other terms and condition like Special Terms and Conditions, BQC & Instruction to bidders clauses, scope of work etc. then the clause of Special terms and conditons, BQC and Instruction to bidders, scope of work etc. shall override the clauses of General Terms and Conditions of contract.

1 PRELIMINARY

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

the performance or the providing of the facilities is at the cost and expenses of the work not liable to be paid or reimbursed by the Owner.

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** or any other person so appointed or authorised by him.
- 2.3 The "**Chairman** " shall mean the Chairman of HPCL BIOFUELS LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.
- 2.4 The "**Change Order**" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.
- 2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the purchase order issued by the owner and other documents connected with the issue of the purchase order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- 2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.

- 2.10 "The Owner" means the **HPCL BIOFUELS LIMITED** incorporated in India having its Registered office at **Building No. 271, Road No. 3E, New Patliputra colony, Patna - 800013** 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 **HPCL BIOFUELS LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.
- 2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "Work" shall mean the works to be executed in accordance with the 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 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 reserves 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. etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties,

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

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

3.10 In consideration for having a chance to be considered for entering in to 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 tenderer 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, octroi, statutory levies, if any, etc. etc.

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

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

- 3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefore, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.
- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.
- 3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialled at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorizing 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. In case of any error/discrepancy in the amount written in words and figures, the lower amount between the two shall prevail.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD) – As perPAGE 6.

The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit alongwith the tender either thru a crossed demand draft or a non-revokable Bank Guarantee in favour of HPCL Biofuels Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Patna in the proforma enclosed. The earnest money deposit will be refunded after finalisation of the contract.

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

b) SECURITY DEPOSIT

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of *HPCL Biofuels Limited* payable at Patna, 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 up to Rs. 50,000/- and in the form of Demand draft / Bank guarantee beyond Rs. 50,000/-.

Composite PBG for 10% of PO value towards Security Deposit and Performance bank guarantee shall be accepted; which shall be valid up to 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.

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 In-charge/Site In-charge 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.
- 5.a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
- 5.a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor
- 5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.
- 5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the

office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.

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

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

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

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

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

5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or 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 re-said 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 Liquidated Damages amount calculated on the Total Contract Value, the concerned General Manager of the owner shall grant a Provisional extension of time, pending a decision on the request.

3) The concerned General Manager of the owner shall expeditiously decide upon the request for time extension and in any case not later than 6 months from the CDD or date of receipt of the request, whichever is later.

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

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

5.e. **SUSPENSION OF WORKS**

5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer-in-Charge/Site-in-Charge/plant incharge 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 suspend 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 for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

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

5.f. **OWNER MAY DO PART OF WORK**

Notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional

labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to 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. The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations of upto +25% of the estimated contract value. No revision of schedule of rates will be permitted for such variations in the contract value, even for variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above.

5.j.6. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be 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 purchase made under

orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

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

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

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

5.n. **DEFECT LIABILITY PERIOD**

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

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

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the owner failing which the owner will get the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract. Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job. In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

5.o **DAMAGE TO PROPERTY**

5.o.1. Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed

or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.

5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

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 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-fulfilment 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 remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time. The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.
- iii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.
- v. **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

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

vi. **AUTOMOBILE LIABILITY INSURANCE**

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

Vii **FIRE INSURANCE**

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

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

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.
- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

6.e.3 **LABOUR AND LABOUR LAWSi.**

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

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

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

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

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

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 certified bill by the Disbursement Section of the Owner.
- 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.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 45 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

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 – NOT APPLICABLE**

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. **TAXES, DUTIES, OCTROI ETC.**

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

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

- They relate to the period after the opening of the price bid, but before the Contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of 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 rates, cess, taxes and sales tax on works contracts wherever applicable. However, wherever the sales tax on works contract is applicable and is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of sales tax on works contract will be furnished to the contractor.

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

7.e. **MATERIALS TO BE SUPPLIED BY CONTRACTOR- Not applicable**

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- Not applicbale**

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. 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. LIQUIDATED DAMAGES-NOT APPLICABLE

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be Entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The liquidated damages shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- ii) The Contractor shall be entitled to give an acceptable unconditional bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.
- iii) Once a final decision is taken on the request of the Contractor or otherwise, the LD shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata LD amount shall be applicable).
- iv) This final calculation of LD shall be only on the value of the unexecuted portion/quantity of work as on the CDD.
- v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the owner will suffer on account of delay in the performance of the work by contractor. The Contractor further agrees that the LD amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

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

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, 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 nationalised Bank acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon.

12. **TERMINATION OF CONTRACT**

- 12.1 The owner may terminate the contract at any stage of the construction/service 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 the 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 authorized 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**

13.1 Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-Charge/Site-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. One decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the job within such extended period of time.

13.2 If Contractor is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then Contractor shall notify Owner he circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

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 office/retired officer of HBL/ Hindustan Petroleum Corporation Ltd (referred to as owner or HBL) or any other Government Company, or any retired officer of the Central Government now 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 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 to vacates his office for any persons which over, 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 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 Award of the Sole Arbitrator shall be final and binding on both 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 there under, 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 Patna for all purposes. The Arbitration shall be held at Patna and conducted in English language.
- 14.11 The Appointing Authority is the CEO of HPCL Biofuels Limited.

15. **GENERAL**

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

- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering 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 contract Exceed Rs.1 crore. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

17.0 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 party should write to Chief Operating Officer (Ops) of HPCL Biofuels Office at Patna.

ANNEXURE

ATTACHMENT I

The Integrity Pact duly signed by the authorized official of HBL and the Contractor , will form part of this contract / supply order.

Proforma of Integrity Pact (provided as under) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e.who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HBL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact. If the contract has been terminated according to provisions of the Integrity Pact, or if HBL is entitled to terminate the contract according to provisions of Integrity Pact, HBL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee /Security Deposit as per Integrity Pact.

Name , Seal & Signature

ATTACHMENT III

INTEGRITY PACT

Between
HPCL Biofuels Limited (HBL) hereinafter referred to as “The
Principal”,
and
..... hereinafter referred to as
“The
Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organization procedures,
contract/s for The Principle values full compliance with all relevant
laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its
relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental
Organisation “Transparency International” (TI). Following TI’s national and international experience, the
principal will appoint an external independent Monitor who will monitor the tender process and the execution of
the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the
following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for,
or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any
material or immaterial benefit which he/she is not legally entitled to.
2. The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in
particular, before and during the tender process, provide to all Bidders the same information and will not
provide to any Bidder confidential / additional information through which the Bidder could obtain an
advantage in relation to the tender process or the contract execution.

The principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the
relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will
inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits
himself to observe the following principles during his participation in the tender process and during the contract
execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of
the Principal’s employees involved in the tender process or the execution of the contract or to any third person
any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any
advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
5. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / BidSecurity.

(2) If the Principal has terminated the contract according to Section 3, or if the Name , Seal & Signature 45 Principle is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action.

The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal For the Bidder/Contractor

Place..... Witness 1:

Date..... Witness 2:

(SPECIMEN)

BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO: HPCL Biofuels Limited
Building No. 271, Road No. 3E,
New Patliputra Colony,
Patna- 800013, Bihar.

In Consideration of Messrs. HPCL Biofuels Limited, (a Wholly Owned Subsidiary Company of Hindustan Petroleum Corporation Limited) registered under the companies Act 1956, having its registered office at Building No. 271, Road No.3E, new Patliputra Colony, Patna-13 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender No..... dated (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfillment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs.....(Rupees only)

- 1 We, Bank having office at..... Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporation without any demur on first demand an amount not exceeding Rs..... (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfillment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".
- 2 We, Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
- 3 We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any

court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

- 4 We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5 NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to Rs. (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- 6 We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
- 7 We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
- 8 "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

(SPECIMEN)

**COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE, SECURITY DEPOSIT/
RETENTION MONEY/ PERFORMANCE GUARANTEE**

(On Non-Judicial stamp paper of appropriate value)

**TO: HPCL Biofuels Limited
Building No. 271, Road No. 3E,
New Patliputra Colony,
Patna-800013, Bihar.**

IN CONSIDERATION OF MESSRS. HPCL Biofuels Limited, (A wholly owned Subsidiary Company of Hindustan Petroleum Corporation Limited) registered under the Companies Act, 1956, having its registered office at House No. 271, Road No. 3E, New Patliputra Colony, Patna - 800013, Bihar. (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act,1956 having its office at (hereinafter called "the supplier" (which expression shall include executors,administrators and assigns) vide order No.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed :

a) not to insist upon immediate payment of Security deposit for the fulfillment and performance of the said order.

b) to pay "the supplier" as and by way of advance upto a sum of Rupees_____ (Rupees _____ only) being ____% of the value of "the order";

c) that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee.

We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfillment or for

Signature and Seal of the Bidder

Tender No. HBL/TEN/PUB/11-12/183 (UNPRICED BID)

any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.

3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to

postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of ____% valid till the end of the defects liability period as per the terms of the P.O. No. _____ dated _____ and that in proportion with the recovery of advance @ ____% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated

till the entire advance of Rs. _____ is fully recovered from the running bills and from the date of full recovery of the advance of Rs. _____ this guarantee automatically, shall stand valid towards the ____% retention money/defects liability, fully valid in all respects unto a further period of six months, as per the Purchase Order of "the Corporation".

6. Notwithstanding anything contained herein above :

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

8. We, Bank lastly agree that "the Bank's" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

**For Bank
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")***