

**TENDER DOCUMENT FOR**  
**CCTV UPGRADATION WORKS**  
**AT**  
***HPCL JATNI LPG PLANT***

**INTRODUCTION**

Jatni LPG Plant was commissioned in 1987 and is spread across 42 acres of land. Jatni LPG Plant is a two shift 2-Carousal LPG bottling plant situated at Vill- Chhanaghar, PO- Kusumati, Jatni. Currently, the plant is equipped with 55 CCTV cameras, primarily from Score Information Technologies Limited and BECIL. In line with the security policy of HPCL, this tender invites proposals for the addition of 13 new CCTV cameras (including necessary licenses). The additional cameras are to be integrated with the existing Video Management Application. This tender is envisaging to upgrade our existing CCTV Surveillance System at HPCL Jatni LPG Bottling Plant.

Location details and address, where services are required is as given below:

Location Name	Delivery Address	Contact Details
JATNI LPG PLANT	HPCL JATNI LPG BOTTLING PLANT, VILL- CHHANAGHAR, PO- KUSUMATI, JATNI, DIST KHURDA - 752050	<b>PHULJAMES DUNG DUNG,</b> MANAGER - OPERATIONS, MAILD ID: pdungdung@hpcl.in Contact no. 8554088227  <b>SHYAM MANOHAR GUPTA,</b> SR. PLANT MANAGER, MAIL ID: jatni.lppic@hpcl.in Contact no. 9324506445

## SITE VISIT

1. To understand actual work to be carried at site, it is imperative that party to carry out site visit. No payment will be made for site visit.

The bidder is advised to visit and examine the site of work and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the sites shall be at bidder's own expenses. The bidder and any of his personnel or agents will be granted permission by the HPCL Plant in-charge (Owner) to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder and or his personnel or agents will release and indemnify the Owner and his Officers from and against all liability in respect thereof and the bidder shall be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.

2. Against the SOQ, if higher model with newer version compatible with existing system, available in the market against the old model mentioned in the SOQ then higher model to be considered.
3. After commissioning, if it is found that the Equipments/material is of inferior model or Version or incompatible then same need to be replaced at the cost of the bidder/supplier/ Vendor on which PO is placed. If vendor refuses to replace the same then amount will be recovered from Security Deposit (SD).

## SCOPE OF JOB AND TECHNICAL SPECIFICATION

### 1. Schedule of Quantity:

The requirement is as given below:

SI No.	Description	Qty	UOM
1	Fixed Camera FL12	4	EAC
2	FLP Enclosure Fixed Camera F12 (For existing cameras)	6	EAC
3	Fixed camera motorized zoom2MP	8	EAC
4	FLP Enclosure Fixed Camera F12	8	EAC
5	Indoor (Dome) 2MP	1	EAC
6	3CORE 4SQ MM CBL,ARM,1.1KV,CU,	500	M
7	OPTICAL FIBER CABLE,SM,12 CORE	500	M
8	SPLY AND LAYG OF ARMoured CAT6	1,500	M
9	GI EARTHING WIRE 8SWG	500	M
10	CONST OF CABLE TRENCH	200	M
11	NETWORK SWITCH,MANAGED,8 PORT	1	EAC
12	FLP JUNCTION BOX	2	EAC
13	GI Pole 8 MT	7	EAC
14	HARD DISK DRIVE per TB cost	60	EAC
15	55 inch LED TV	1	EAC
16	VIDEO MANAGEMENT SOFTWARE	67	EAC
17	INSTLN COMMNG TESTING CCTV SYS	1	LS
18	LIU BOX	1	EAC
19	Supply & Laying of HDPE Pipe	500	M
20	supply of 50 NB GI Pipe	50	M
21	RCC	20	M3

**Note:**

## **SOQ Line 2: The FLP enclosure required for following existing cameras:**

SI NO	CAMERA NAME	IP ADDRESS	MAC	FIRWARE VERSION	MODEL SERIAL NUMBER
1	TW GANTRY				
CAM-1	10.103.51.105	7076F0C1A9C0	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010433
2	TW GANTRY				
CAM-2	10.103.51.111	7076F0C1A939	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010565
3	TW GANTRY				
CAM-3	10.103.51.112	7076F0C1A9DA	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010598
4	TW GANTRY				
CAM-4	10.103.51.121	7076F0C1A9B2	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010558
5	TW GANTRY				
CAM-5	10.103.51.121	7076F0C1A950	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010460
6	TW GANTRY				
CAM-6	10.103.51.123	7076F0C1A9DB	33.8.114.3-R3	LNC-2043NDAA	CVDE032023010599

**The FLP enclosure should be PESO Approved, Intrinsically Safe.**

- If any discrepancy found during later stage, then the judgement of HPCL Jatni Plant Manager will be final. If vendor has any doubt, then the vendor is required to visit the site, need to clear all the doubts before participating in the tender.
- HPCL Jatni may decrease the quantity. So vendor should take confirmation from HPCL before sending the entire materials and after placement of PO and site visit in writing over e-mail.

## **SOQ Line 10: Cable Trench**

For underground cable laying, proper procedure to be followed i.e Excavation of 1 metre depth, cable to be layed through conduit, brick laying.

### **2. Scope Of Work**

The scope of work for the CCTV system upgradation at the Jatni LPG Plant includes the following key components:

- Supply and Installation of 13 CCTV Cameras-** The successful bidder shall supply and install 13 new CCTV cameras of the specified make and model (If Higher model, newer version compatible with existing software is available in the market , then it should be considered) . This includes obtaining and configuring the necessary camera licenses for integration with the existing video management system.
- Cabling, Wiring, and Allied Infrastructure-** All necessary cabling, wiring, sockets, and related infrastructure required for the installation of the new CCTV cameras must be provided. These components must conform to relevant quality and standard norms, ensuring reliability and performance in line with the plant's security requirements.

c. **Upgradation of CCTV Storage System**- The bidder will upgrade the existing CCTV storage backup capacity from the current 90 to 120 days, ensuring uninterrupted recording and secure storage of footage for the extended period.

d. **System Configuration and Integration**- The new cameras must be seamlessly integrated into the existing CCTV network and video management software, ensuring full operational compatibility and functionality. This includes configuring all system settings, such as recording parameters and remote access features. The feed from all the cameras (Old and New) should be visible at all the three display locations namely Plant Manager Cabin, Control Room and Security gate 1

e. **Testing and Commissioning**- After installation, the complete CCTV system (including the newly added cameras and upgraded storage) shall be thoroughly tested to ensure proper functioning and correct view as per HPCL Project Incharge. Upon successful testing, the system will be commissioned and handed over for operational use.

f. **Documentation and Training**- The bidder shall provide all relevant documentation, including installation diagrams, configuration settings, and user manuals. Additionally, training for designated plant personnel on the operation and maintenance of the upgraded CCTV system must be conducted.

g. **Warranty Period**- The entire system, including the newly installed cameras, upgraded storage, and associated infrastructure, will be covered under a comprehensive warranty period of 12 months post-commissioning. During this period, the bidder will provide free maintenance and support services to address any defects or malfunctions that may arise.

The detailed scope of job follows in the subsequent sections.

### 3. Existing System Overview

a. **Camera Network**: The system consists of 55 cameras connected via 8-port and 24-port switches, with signal transmission facilitated through optical fiber cables to the control room workstation. The cameras, both weatherproof outdoor IP Fixed and PTZ types, include lenses, housings, and mountings for video capture, which can be viewed and controlled through Video Management Software (VMS). The video is also recorded and stored for later use.

b. **Control Room Setup**: The Video Management Server, primary workstation, and monitors are located in the control room. Additionally, two extra workstations are set up at the Security Cabin and the Plant Manager's cabin for access to the system.

c. **Video Management Software**: Indigo Vision's Control Centre IndigoPro version 16.1.1 build 5 is used for managing the 55 cameras. **There are 9 spare connections available within the current setup.**

d. **Network Video Recorder (NVR) Server**: The system is supported by a Lenovo SR630 Network Video Recorder server. Out of 3 NVR AS connections, 2 are in use, and 1 remains available.

e. **Video Transmission**: All video signals are transmitted via an optical fiber network.

f. **Power Supply**: The cameras are powered using Power over Ethernet (PoE). The main power supply for the entire system is sourced from the control room's UPS, provided by HPCL.

g. **System Standards and Compliance:** The system is based on open standards, specifically the ONVIF protocol, for high-speed manual or automatic operations to ensure optimal performance. All equipment, including cameras and software, supports IPv6 and is ONVIF-compliant.

#### 4. Probable Solution Overview-

- a. A network, comprising an 8-port & 24 ports switches connected with CAT6, shall be laid for transmission of signal from cameras to the Control Stations. The Main Control Station shall have a Server (with Monitoring & IVA Software) for Video Storage, a monitor, a workstation, a Switch & a Joystick/PTZ Controller. The Sub-Control Station at Security Guard / Plant In-charge room shall have a monitor for monitoring the Video only.
- b. The proposed Solution should allow HPCL officials to locally and centrally monitor its facilities from a remote location on a Portable/Fixed personal computer monitor. The access to be provided over mobile phones/Laptop.
- c. The Solution should capture, store, and analyse digital video images to enable central monitoring, increase operational efficiency, reduce liability, minimize risk and secure people & property.
- d. The digital conversion should ensure secure and ready video access from virtually anywhere on HPCL network. Authorized personnel should be able to rapidly zero in on images of specific areas, people, and events, anytime and anywhere, without reviewing countless hours of video recordings.
- e. The system should be provided with weather proof outdoor IP Fixed /PTZ Camera, lens, housing & mountings to capture video which, would be viewed & controlled through the Video Management Software, recorded and stored.
- f. The video management software will be used to configure the video management server, and once installation and setup are complete, the video management server should run seamlessly in the background to manage the connections, access and storage. Video management server should receive MPEG-4 or better quality video across the network from Cameras. The server should stream incoming video and audio to a connected storage.
- g. The viewing mode can be controlled remotely by a management system. The Video Management Server, Workstation, Monitors will all be placed at the control room with additional work station at Security Cabin/other areas as envisaged.
- h. Video transmission will be mainly over a wired network.
- i. The vendor will commission the network as per the recommended architecture to achieve the Video surveillance requirements. However, wherever site conditions mandate a modification in the recommended architecture, the vendor should seek prior approval from HPCL before executing the job. Optimum speed, data transfer capabilities and video frame rates should be ensured by the vendor while implementing the solution.
- j. Vendor should separately specify clearly the RMT rates for supply / laying of all cables (Electrical, Control & Video signal cables) including commissioning charges while participating for the Tender in the price bid. Any additional cable as required physically will have to be supplied at the same rate.
- k. Power Over Ethernet (POE) shall be adopted for powering of the cameras. Main power supply source is from Control Room UPS only. UPS Supply at control room shall be provided by HPCL. Necessary arrangements shall be made by the party to take tap off from main UPS of the Plant. Cabling from control room to the individual switches in the field is in the scope of the vendor.

l. The Successful Bidder shall conduct a site survey of each plant, and evaluate the requirements of wired network with regards to placement of cameras and other required items in consultation with the concerned location In-charge. The bill of material attached in this document is only total indicative for all the 7 locations put together and the successful bidder has to provide the detailed BOQ & calculate the design needs and obtain HPCL's signoff before commencing the job. Actual BOQ may be more or less upto 10% compared to that indicated in the PO.

m. For the three items ie. Poles, OFC cables, power cables and JB's are indicative quantities mentioned only for rate comparison during tendering as it is not possible to estimate actual requirement without proper survey. Successful bidder has to supply required qty at same rate & same terms & conditions.

n. IVSS shall allow event based and motion-based alarms and schedule based recording options of locations/events deemed sensitive by HPCL within the plant and within the range of the camera.

o. The Outdoor cameras shall be housed in IP66 casings. All housings shall be of the same make as that of the camera.

p. It should be possible to Control (Pan-Tilt-Zoom -for PTZ cameras), View and record (for all cameras) the events occurring within the range of camera at a centrally located PC at control location.

q. The Server shall make continuous recording of all cameras for 24 hrs x 7 days and hardware should have adequate storage @ 25 fps max and 4 CIF for a period of 90 days.

r. After commissioning of the Video surveillance system, the same shall be demonstrated for all its capabilities to the relevant user department to make them familiar with the system on mutually agreed dates.

s. IVSS is primarily perceived as working on the concept of exception monitoring. Hence for any exception (event as pre-defined in the system like Tripwire etc. ) occurring , following alerts are required:

✓ Real time IVR as well as SMS alert at predefined mobile nos

✓ email at predefined mail address.

✓ event hand over by Fixed camera to the corresponding PTZ camera which starts tracking the object for a predefined time period AND

✓ Auto Pop up of blank computer screen as well as Audio / Visual alarm at control room

## 5. General Specifications

### Job completion Means:

\*All Camera are installed.

\*Integration of Old and New cameras into one integrated system

\*Positioning of all camera as per HPCL Jatni Advise

\*120 Days backup storage

\*Necessary performance certificate: cameras, Junction Box, DVR, other accessories

\*Job Completion certificate

\* All CCTV cameras (existing and New) should be in loop

**\*Updated single line diagram and connection diagram to be provided on the Plot Plan of the Plant**

- a. The IVSS shall be an open standard based integrated system (ONVIF) aimed at providing high-speed manual/automatic operation for best performance. System should be easy to maintain. The OEM should give an undertaking that the offered software additionally supports cameras of the approved makes. All equipment used in this system should support IP V6 protocol. Cameras and Software supplied shall be ONVIF Compliant.
- b. Surveillance system shall use video signals from various types of indoor/outdoor cameras, process them for viewing on workstations / monitors at Central Control Room / local control rooms and simultaneously record all the cameras after compression using MPEG4/H.264 or better standard.
- c. All the cameras should be capable of day and night viewing under very low light conditions.
- d. System should be complete with IP Cameras, Switch, Servers with video management software for recording, storing and playing, Video Analytics software etc.
- e. System should ensure that once recorded, the video cannot be altered or tampered, ensuring that the audit trail is intact for evidential purposes. All the data communications taking place within the network need to be AES (128 bit) encrypted and SSL authenticated so that any unauthorized access to the video data can be prevented.
- f. System shall provide minimum storage for 24 hours X 7 days recordings of all the cameras and 120 days recordings of events based on alerts @ 25 FPS, 4 CIF quality using MPEG 4/H.264 compression techniques for all cameras. The recording resolution and frame rate for each camera shall be user programmable. It shall be possible to record camera views on continuous, scheduled and event triggered basis.
- g. The Area under surveillance shall be monitored from Local Control Room and security cabin.
- h. The system should provide facility for remote viewing to log on and view any camera from anywhere.
- i. Bidder shall estimate sizes and quantities of power cables (meeting specifications), accessories like glands, lugs, cable trays, cable route markers, accessories and material for laying underground, and any other materials required, basis attached plot plan/drawings and numbers and locations of cameras as per Schedule of quantities for the purpose of putting in a competitive bid. Cable laying underground shall be as per standard procedure with 150 mm sand cushion both at top and bottom of cable layer, brick-on-edge protection inclusive of excavation / backfilling to a depth of 150 mm minimum or as directed by Plant In Charge. For supporting in superstructures, all cleats, brackets, clamps, accessories shall be considered in the scope.
- j. Power for all control room equipments would also be conditioned using a single line interactive UPS.
- k. All the control equipments e.g., switch, passive networking items etc. shall be provided in a standard Network Rack in the control room.
- l. All the indoor cameras & control equipment shall be suitable for operation from 0 degree C to 50 degree C and relative humidity up to 95 % non-condensing. Cameras & other equipment, meant for outdoor installations, shall be suitable to work from (-) 10 degree C to (+) 50 degree C with RH up to 90% non-condensing. This temperature range may be achieved with blower unit if required.
- m. Possible applications of the proposed IVSS should include tracking movements / verification and recognition, through high quality images, of persons and objects including vehicles. The recordings of the scene of the Jurisdiction shall be helpful in case of enquiries etc. in establishing the truth.

- n. Bidders should confirm (in writing) that all recordings will be admissible as evidence in any court of law.
  - o. Manufacturer must preferably have service support on calls.
  - p. To the extent possible, Cameras should be installed on the existing structures, buildings, flood light towers, watch towers etc. by providing necessary brackets, hooks, nuts & bolts. After exhausting all other options if the vendor feels the requirement of the poles, same needs to be erected by him. The total height of the poles should be 10 meters including 3 meters of foundation. Alternately, poles of 7 meters with base plates can be fixed on to footings. All construction aspects including design of the same scope.
- ✓ Optimized decoder and display engine ✓ Multiple screen layouts and full screen display
  - ✓ Multi-channel monitoring and recording simultaneously
  - ✓ Manual, event driven and scheduler recording mode
  - ✓ Remote digital output and input indicator
  - ✓ Zero waiting database searching and event preview
  - ✓ Remote PTZ camera control
  - ✓ Hard disk storage indicator and alarm
  - ✓ High compression ratio and storage capacity
  - ✓ Audio monitoring / recording support
  - ✓ Simultaneously multiple window controlling
  - ✓ Auto launcher after PC rebooting
  - ✓ Real-time monitoring, PTZ control & Recording
  - ✓ Simultaneous real-time monitoring and audio and video recording
  - ✓ High quality video, up to full-screen display
  - ✓ Video stitching capability for a multiple no of cameras
  - ✓ Triggered event browsing with at least 9 preview video windows
  - ✓ Fast database searching
  - ✓ Auto alarm in different ways
  - ✓ Account-password protection
  - ✓ Different recording modes: Event-driven, Scheduled and Manual recording for each camera
  - ✓ The software should be capable enough to display video up to 16 channels on a single PC.
  - ✓ The software should support the MPEG- 4/H.264 video compression
  - ✓ The software should support a frame rate of 25 frames per second for PAL at 4 CIF resolution for at least 16 x2 cameras

- ✓ The software should support AVI file format synchronized with audio/video, printer and bitmap for snapshots.
- ✓ The software should support minimum three detection windows for each channel with intelligent adaptive motion detection by modifying the sensitivity and object size.
- ✓ The playback should support various schemes with date and time interval
- ✓ Event triggering with preview for every camera.
- ✓ The playback module should offer various controls like play, stop, pause, fast forward, slow forward, pull-bar, zoom in, zoom out and speed ranging from 1/16 to 16 times.
- ✓ The software should support various alarm features like monitoring 16 channels in-image motion detection indication, local warning sound etc.

q. Monitoring, Control & Storage application software should be capable to support:

- r. The VMS on receiving an alert from the analytical server should have the capability to create and display an overlay on the live VMS image alerting the operator on the exact nature of alert with the exact description coming on the alarm panel.
- s. The VMS should be able to receive Real Time Alarm Alerts
- t. The VMS should be able to display an Overlay on the video displaying the analytics on the VMS video itself
- u. The VMS should be able to trigger & pop-up Real-Time videos on trigger of any Video Analytic Alarm
- v. The VMS should be able to send an Email, SMS, IVR Message (on a Telephone) on triggering of an Alarm alert
- w. The Video management software shall be ONVIF certified.
- x. VMS should be able to stitch at least 6 cameras in order to give a continuous view in one screen.

## 6. Features Of Video Analytics Software (VAS)

The existing Video Analytics Software (VAS), Indigo Vision's Control Centre IndigoPro version 16.1.1 build 5, is currently managing 55 cameras, with no spare connections available in the current configuration. The vendor is expected to make efforts to integrate the additional cameras into the existing VAS. However, if integration is not feasible due to licensing constraints, the vendor will be allowed to provide an alternative VAS, provided it meets the specifications outlined below:

- a. VAS should be Open IP-Surveillance product, enabling simultaneous digital video recording from network, intelligent video analysis and remote access to live and recorded images from any networked computer. VAS OEM should give an undertaking that devices from reputed camera manufacturers can be used for video analytics. a
- b. VAS should be able to automatically track and classify objects such as cars ,people & other objects and push content to security personnel as required.
- c. VAS should be capable of Real-time analysis of connected cameras to detect abnormal activity and Security threats.
- d. VAS should jointly and simultaneously be able to manage video analytics and video management as one product.

- e. VAS should have Automated PTZ camera control for zooming in on interesting events like motion Detection etc as picked up by Fixed Camera without the need for human intervention.
- f. VAS should be completely scalable, with a many-to-many client-server model allowing multiple physical systems to be used in an array of Servers. The server specified in the tender document indicates only the minimum requirements. However, bidder should offer the Server system to suit the video analytics requirements specified herein.
- g. VAS should have the flexibility of connectivity and managing network and Fixed & PTZ IP cameras
- h. VAS should be able to filter large amounts of video and focus on human attention appropriately i. VAS should support display of time Line, Customizable Site Map, Live Video, Video Playback, Integrated Site Map, Remote Live View, Multi-site capability, Encryption, Watermarking and Event based Recording
- j. VAS should be able to do video analytics based on defined policies pre-fed at the time of installation. It should have specific features like Motion & Blackout masking, Perspective settings, environment selection, map configurations, disk usage limits, footage expirations and software health monitoring. VAS should allow to add, edit, delete or disable and enable Policies. The definable and available triggers should be for:
- ✓ Vehicles Moving should activate alarm if it detects Vehicles moving in the scene and passing through the Alarm Mask. Object Direction may be used to further filter alarms, as well as Object Speed, Object Size.
  - ✓ Vehicles Parking should activate alarm if vehicles are parking in Alarm Mask. The Length of Time field in seconds or minutes may be used to specify how long vehicles are able to park before the alarm
  - ✓ Tripwire / People Moving- People crossing Trigger line / jumping etc apply to People. Also loitering for a certain pre defined time period within a specified area.
  - ✓ Camera Obstructed / Out of focus - should activate alarm if the field of view is obstructed or goes out of focus.
  - ✓ Cord Cut: Will sound alarm if the video signal is lost.
  - ✓ Hardware alarm Input- Should be able to receive signals from external devices through alarm and act accordingly.
  - ✓ Unknown Moving- Similar to Vehicles moving trigger, but should apply to objects which have not been classified as Human or Vehicle.
  - ✓ Object left Behind- should sound alarm if objects are discarded, such as a bag on a sidewalk for a predefined time period.
  - ✓ Object Removed- Similar to object left behind trigger, but should apply to objects removed.
- k. Software should have Real-time Video Analysis features like:
- ✓ Motion Tracking
  - ✓ Object Classification
  - ✓ Object Counting (people/vehicles)
  - ✓ Object Persistence
  - ✓ Alarm Policy Settings:
  - ✓ Alarm on object type

- ✓ Alarm on camera manipulation
- ✓ Automatic Alarm Response:
- ✓ Automatic PTZ control
- ✓ Audible Siren
- ✓ Alarm I/O (relay)
- ✓ Text to Speech
- ✓ Email
- ✓ IVR
- ✓ Event based search
- ✓ SMS

I. MIS for Video Analytics: System should have a proper MIS system for recording of various video analytics as per need. There should be provisions for acknowledging the events with remarks in the system itself and print out of a period specific list can be taken for recording purpose.

## 7. System Elements and Scope

- a. Supply, installation, testing and commissioning of Hardware and Software as per system design and schedule of quantity.
- b. Configuration of Hardware, Networking devices and Software as per system design & site requirement.
- c. Training on system operation to staff at the site.
- d. Detailed training on System maintenance at site as well as at the premises of the system provider.
- e. Video Surveillance networking and integration system to be supplied and installed should be covering all the areas mentioned above.
- f. The control station in the Main Administrative building should be the heart of the IVSS. Major equipments inside this control room consists of;
  - ✓ Server
  - ✓ Server Racks
  - ✓ Power extensions for Rack & other control room equipment
  - ✓ PC/Workstation
  - ✓ Patch cords
  - ✓ Network patch panels

✓ Display Monitors with fittings

✓ Connectors & Ties

✓ Network distribution Box.

g. Architecture of the system should be fully modular and should be designed in a manner to enable the complete system to be gradually enhanced and enlarged according to the future operation, safety and security requirements of respective location.

h. Necessary alarm/indication shall be raised at the security cabin/at the monitoring station indicating that there is motion in the marked area.

## 8. General

a. The system shall be designed by selecting high-grade components of proven quality and proper design of system electronics to ensure minimum down time.

b. The IVSS software shall be governed by the operating system running in a real time mode and shall be able to meet the minimum functional requirements as specified.

c. The system shall have an extensive set of self-diagnostic routines, which shall locate and identify the system failure at least up to individual equipment level.

d. The system shall be internally protected against system errors and hardware damage resulting from electrical transients on power wiring and signal wiring which may be generated by switching large electrical loads or by power line faults and connecting & disconnecting devices or removing or inserting printed circuit boards in the system.

e. All workstations provided should be of reputed make and latest model. Bidder should specify his criteria for capacity planning & sizing, performance criteria for arriving at the recommended configuration.

f. Following authorizations shall be made available from OEMs:

✓ Technical compliance to the specifications and authorization for participating in the tender on manufacturer's behalf.

✓ Authorization for providing copy of test reports complying the specifications at the time of inspection.

✓ Authorization that the items quoted by the tenderer are in production and would be supported for service for at least 6 years from the date of the tender.

## 9. Spares

a. Commissioning Spares: All commissioning spares required for installation, testing and commissioning of system shall be at bidders scope.

b. Warranty Spares: All spares required for maintaining the complete system during the warranty period of 12 months shall be at bidders scope. All software/ hardware upgrades should be free within this period.

c. Drawings and Data Requirements to be submitted by Successful Bidder for the complete system: These documents shall have to be submitted by Successful Bidder in three sets after placements of Order

✓ Technical Architecture of the proposed system

✓ Video Management & Analytics Software specifications

- ✓ Hardware sizing and communication backbone as envisaged prior to commencement of job.
- ✓ Part list of all equipment.
- ✓ Certified test records of all equipment.
- ✓ Diagram of wiring connections.
- ✓ Test certificates for bought out items.
- ✓ Assembly and Installation details.
- ✓ Operation and maintenance manuals.
- ✓ All pertinent drawings.
- ✓ Completed Data sheets.
- ✓ Material specifications.

#### 10. Approval Of Drawings

- a. Successful Bidder after placement of order shall be fully responsible to get all drawings approved from HPCL before supply.
- b. Approval of drawings by HPCL does not relieve the successful bidder from his responsibility of performance guarantee of equipment covered under this tender.

#### 11. Scope Of Works- Inclusions

- a. Works Included: The Scope of work has been covered in the above specifications in general. However, the Successful Bidder shall be responsible to complete the works in all respects and in doing so, provide/supply all facilities not covered above specifically, but nevertheless required for the satisfactory performance of complete system. Details Scope of job includes survey of the site to estimate the exact quantity of cables, accessories etc. & other allied items as per discussion with concerned authority of HPCL, Delivering the BOQ to locations, Joint Material inspection at site with Location In Charge / His representative, Installation / Commissioning, imparting Training to location staff & Handing over the site to the Location In Charge. Dependency on HPCL is limited to providing adequate space to install the equipment monitoring space & providing power connection.

#### 12. Operating Terms

- a. The Successful Bidder should maintain the whole system on an ongoing basis, during warranty period of one year. During warranty period all materials / parts / services as required to maintain the system on an ongoing basis is included in the scope of the job and no extra payment will be made by HPCL.
- b. Provide service support during business hours, if and when required, besides such other support like a 24/7 telephonic assistance etc., as may be required so that the system operates on a continuous basis.

- c. Successful Bidder will be the single point contact for HPCL for all support related issues with respect to hardware / software installed by them. If any third-party help is required in resolving any issue, it will be the sole responsibility of the bidders to arrange for such help.
- d. Hardware OEM should have service center in India. Details of the same to be provided along with proposal. Also copy of letter from OEM to that effect to be submitted. Without this confirmation from OEM, Bid will be rejected without ascertaining any reason
- e. System Integrator should have at least 10 nos. qualified Engineers in their muster roll at the time of submitting their proposal. System Integrator need to submit undertaking in this regard, else his bid will be rejected.

### 13. Performance Testing and Warranty

- a. The Successful Bidder shall carry out the performance test run of the complete system at site after satisfactory installation / implementation under his supervision & in the presence of TPI. Training of operators should be as per details mentioned in this document after commissioning of the system without any extra cost to owner.
- b. The system provided should be guaranteed / warranted for any kind of manufacturing defects and satisfactory performance for a period of 12 months from the date of acceptance / final sign off.

### 14. Upgrades

- a. Any upgrades to software/Hardware with respect to firmware and revisions during the period of contract, warranty and AMC should be provided by the successful bidder at no extra cost to HPCL.

### 15. Training

The Successful Bidder will train HPCL personnel at two levels ✓ Training for the workers/security staff at the location. ✓ Training for HPCL supervisory staff at the location.

### 16. Scalability

- a. The system design shall permit the on-line addition of new system / subsystems (new work station, peripherals, cameras, etc.) with no disruption to either the operation or system communications for future expansion. The offered software should have in-built capability / provision to take care for future expansion and new services & features etc. The user configurable menu driven modules should be available in the software for any addition/deletion/change in the Plant configurations. System should be scalable to meet additional business, safety and security requirement of the location.
- b. The system should be scalable to interface with HPCL network/Switches.
- c. All system communications shall be based on Open system Interconnect (OSI) reference model. All communication solutions should be Ethernet Based.

### 17. HPCL Deliverables /Scope

a. HPCL shall make available the site to the Successful Bidder to carry out the job from administrative point of view. b. HPCL shall provide power supply from Control Room UPS. Necessary arrangements shall be made by the party to take tap off from main UPS of the Plant. Cabling from control room to the individual switches in the field is in the scope of the vendor.

#### 18. System Acceptance Criteria

- a. The system will be accepted by HPCL based on the following criteria:
- ✓ All systems to be verified operational as defined in the Scope of Work above.
  - ✓ Surveillance system installed and functioning, as described in the FDS submitted.
  - ✓ All manuals and drawings are delivered to HPCL.
  - ✓ All software licenses are delivered to HPCL.
  - ✓ Proper Training imparted to the location staff.

## SPECIAL TERMS & CONDITIONS

**The Special Terms & Conditions of the tender shall always supersede the similar terms given elsewhere in the tender document.**

### 1. Scope of Work:

The scope of work and explanatory notes given below are neither complete nor exhaustive but are added to assist the bidder to understand the project. The detailed scope is as described in the “**Technical Specifications & SOQ**”. However, any item of work required to be carried out for proper and satisfactory completion of work with the highest standard of workmanship is deemed to be included in the scope of work.

The prospective bidders are requested to thoroughly read and comprehend the various sections of this tender document and visit the sites before quoting for the tender and offer their most competitive rates for the job.

The Schedule of Quantities will be considered final in all aspects wherever there is any ambiguity with Line description of any item of the tender document.

For detailed specifications, refer “**Technical Specifications & SOQ**” for each schedule.

### 2. Deviations:

- a. 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.
- b. Offers received from bidders, stipulating deviations to any of the following clauses, will not be considered for priced bid evaluation:
  - ✓ Earnest Money Deposit, Security Deposit & Retention Money.

- ✓ Suspension & Termination
- ✓ Price Reduction Clause
- ✓ Force Majeure
- ✓ Scope of work
- ✓ Arbitration
- ✓ Firm Prices
- ✓ Delivery Period

- c. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the above clauses. In case, bidders refuse to withdraw the deviation against above clauses, the offers shall be liable for rejection without any further correspondence with them.
- d. Deviation sought if any, by the bidder should be *submitted through the Deviation Form of the Technical Bid of this tender. Any deviation not mentioned in this Deviation Form provided in Technical Bid shall not be considered and such tenders will be evaluated considering only the deviations, if any, mentioned in the Deviation Form.*
- e. Loading Factor for Deviations:

Following method will be followed for evaluation of Lowest Bidder (L1) for deviations raised by any Bidder against payment terms provided these deviations are not withdrawn during Technical Evaluation stage:

If bidders raise deviation against payment terms, interest for early payment i.e. SBI PLR + 1 % will be loaded against the quoted rate to arrive at lowest bidder. SBI PLR at the prevailing rate at the time of tender due date will be considered.

### 3. Evaluation of Bids:

- a. Only those offers that qualify in the Techno-commercial bid evaluation will be taken up for evaluation of Price Bids.
- b. Evaluation will be carried out on gross delivered cost (including GST), on the basis of schedule wise lowest offer.
- c. Evaluation will be carried out considering the GSTN registration status of the bidder as under:
  - ✓ Registered Vendors: The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.
  - ✓ Unregistered vendors: The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.
  - ✓ Vendors under composition scheme: The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPCL and the bid shall be accordingly evaluated.
  - ✓ For this purpose, vendor should give status whether Registered, Unregistered or Composition Scheme.
- d. In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate as considered correct by the Corporation. The decision of Corporation in this regard will be final and binding on the vendor.
- e. For imports, all relevant costs/taxes (as mentioned elsewhere in the tender documents) will be included for the purpose of evaluation.
- f. **Unsolicited/conditional discounts** if offered by any party will not be considered and offer of party offering such unsolicited discounts are liable to be rejected.

### 4. Distribution of Order:

**100% order schedule wise will be placed on L1 bidder as job is of indivisible nature.**

## **5. Price Bid:**

- a. Bidder is required to quote for all line items of the schedule.
- b. Bidders are advised to ensure that the Price Bid is quoted and uploaded in the eproc portal.
- c. Bidder is required to quote the applicable GST rates separately in the fields provided for the purpose.
- d. Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno- Commercial bid, failing which the bid is liable to be rejected

## **6. Price-bid format:**

- a. The Price Bid is quoted and uploaded in the eproc Portal.
- b. Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and other charges, if any.
- c. Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.

## **7. Taxes & Duties:**

- a. Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates separately in the space provided for the same.
- b. The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- c. The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.

In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

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

- d. Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- e. The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- f. GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- g. Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of

Price Bid submission/as agreed subsequently (prior to opening of priced bids).

- h. Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall account.
- i. New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.
- j. In case goods are not supplied/services not provided within the scheduled delivery account.

## **8. E-way Bills Clause**

- a) All Vendors shall comply with e-Way bill provisions of the GST law for supply of goods to HPCL.
- b) Unregistered Vendors are also required to arrange for e-Way Bill for supply of goods to HPCL

## **9. Anti-Profiteering Clause**

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

## **10. GSTIN Number**

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

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

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

## **11. Transit insurance:**

Shall be arranged by the bidder and the quoted rates shall include the cost of Transit Insurance.

## **12. Payment Terms:**

- A. The payment term shall be made as per the following subject to the clauses as per general terms and conditions.

### **Supply items:**

HPCL will not be making any advance payment nor would it disburse any mobilization advance for the project. However, it shall make part payments against running bills.

The Corporation will be making payments for completed jobs as follows:

- a. 80% of the cost of material for each of the supply items will be paid after receipt of materials at site in good condition along with following certificates:
- b. Delivery Challan / Lorry Receipt duly acknowledged by our Site-In-Charge. Original to be submitted at Site.
- c. Manufacturer Test Certificate: Original to be submitted at site.
- d. Third Party Inspection / Clearance Report: TPI release note original to be submitted at site.
- e. Manufacturer Guarantee Certificate: Original to be submitted at site.
- f. Original Invoice and other warranty certificates shall be submitted at site and duly acknowledged.
- g. Balance amount of 20% of order value of supply items will be released only after installation, testing and successful commissioning of the equipment and submission of necessary statutory approvals / licenses etc., This payment will be released along with payment for erection and commissioning.
- h. **ERECTION & COMMISSIONING:** 100% of the quoted rate for the Erection and commissioning of the equipment will be released after successful commissioning of the respective equipment

**Security Deposit:** The bidder, with whom the contract is decided to be entered into and intimation is so given will have to furnish a security deposit of two percent (2%) of the total contract value in the form of e-payment/Bank Guarantee (BG in line with conditions specified in C.10) in favor of Hindustan Petroleum Corp Ltd, within 15 days from the date of intimation of acceptance of their tender. Security deposit shall be refunded upon completion of the works in all respects. The same shall not carry any interest.

**Retention Money:** Performance Bank Guarantee for 10% of Total Basic Order value: Original PBG shall be submitted at Hindustan Bhawan and copy at site. In the absence of submission of PBG, 10% of order value of supply items will be kept as retention money with free of interest for a period of one year from the date of commissioning of the equipment.

Quoted Prices shall be firm & fixed over the entire period of the execution of this order.

The payment will be released from Disbursement Office, at IFS.

One set of these documents shall be sent by vendor to the consignee also along with the material. Please note that in the absence of above documents, the material will not be accepted at site.

### **13. Vendor Documentation:**

Bidder shall submit the duly filled credentials and Data Sheets as part of their Technical Bid.

### **14. Penalty:**

In case any delayed delivery, Price reduction clause will be applicable as per GTC. The vendor has to follow Specifications and Details as provided in the Schedule of Quantities. Details provided in Line Description are indicative only. **Refer Technical Specifications & SOQ** for detailed Technical Specifications, codes, standards & SOQ.

## 15.Price Reduction:

- a. In case of delayed delivery, prices will be reduced @0.5% of the total basic order value for every week of delay or part thereof subject to a maximum @ 5% of the total basic order value.
- b. Price Reduction shall be applicable only on the basic cost and on full complete week(s) and for fractional weeks Price reduction shall be applicable on pro-rata, if any.
- c. Price Reduction shall be applicable on basic value on delayed delivery portion in the contractual delivery period.
- d. Reduction clause is applicable for delayed delivery as per GTC for all supplies. Price reduction.
- e.

clause as per GTC will also be applicable for any delay in attending for supervision to erection and commissioning beyond 7 days of intimation. There may be separate visits required during erection & commissioning and price reduction clause will be applicable for failure to adhere to intimation for installation (erection) and intimation for commissioning.

**Additional clauses as per schedule provided in Technical Specifications and SOQ for respective Schedule.**

## 16.Delivery Period:

**DESIGN:** Submission of Design, Drawing and BOQ as per approved drawing within 10 days from the date of PO.

**SUPPLY:** The equipment shall be door delivered within 30 days from the date of issue of the Purchase Order.

**Commencement of job:** The equipment shall be door delivered within 40 days from the date of issue of the Purchase Order.

**Completion of job:** The job to be completed within 60 days from the date of issue of the Purchase Order.

**Note:** If the vendor fails to delivery, then HPCL have rights to complete the job through the Third party and the equivalent amount will be deducted from vendor bill or SD.

**PPE's and Statutory compliances:**

### **Specifications for PPE in the Tender Document**

- **PPE Types:** Clearly define the required PPE based on the nature of work (e.g., helmets, gloves, safety goggles, shoes, reflective jackets, etc.).

All expenses pertaining to travel, boarding, loading, local conveyance etc., shall be included in to respective item nos. No separate payment on this account will be made from HPCL.

### **17. Defect Liability Period**

The materials shall be guaranteed against manufacturing defects, inadequate design, non-performance, defective material and poor workmanship for period of 18 months from the date of supply (date of receipt of material at site will be considered as date of supply) or 12 months from the date of commissioning whichever is earlier. During this defect liability period, the supplies made against this order shall be fully guaranteed against any manufacturing defects/ poor workmanship/inferior design or quality etc. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with dispatch documents. CPBG would be required to be furnished as explained in the next clause on security deposit.

### **18. Security Deposit (SD) & Retention Money (RM):**

- a. Successful parties will be required to furnish Security Deposit of 2% of PO Value. The SD will be release only after 15 months from the date of LOA/PO.
- b. Additionally, retention money shall be deducted @ 10% of the total value of the Running Account and Final Bill by HPCL 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.
- c. Alternatively, Composite Performance Bank Guarantee (CPBG) for 10% of PO value will be accepted in lieu of Security Deposit and deduction of retention money; such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.
- d. **Delivery Documents:** In case of distributors/ stockists, Source of Material including name of Manufacturer, location of Manufacturing, location for shipping (in case of imported Materials, the name of Shipping Port) etc. should clearly be mentioned in the delivery documents.
- e. **Delivery, Packing, Loading, Forwarding & Unloading:** Materials to be delivered at site on Door - Delivery basis at the address mentioned in the tender. All supplies shall be covered by adequately strong wooden / metal / plastic closures. All fragile and delicate components shall be packed separately, individually with proper marking. Item number shall be painted prominently on the unit wherever possible.

**f. Acceptance of the Offer by the Corporation:**

- i. Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.
- ii. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.
- iii. The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer.
- iv. Purchase preference as applicable would be given to Central Public Sector Enterprises /MSE registered vendor as per directives of Government of India, in vogue from time to time. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

**g. Inspection by HPCL or HPCL Authorized Third Party Inspection Agency:**

- i. HPCL may engage third party for inspection of materials/Finished good and vendor to provide all necessary assistance for carrying out the inspection in his premises. HPCL &/or HPCL authorized Third Party Inspection Agency will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the contractor's premises/ workshop of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall provide his full assistance to carry out such inspection.
- ii. Orders given to the contractors agent shall be considered to have the same force as if they had been given to the Contractor himself.
- iii. No dispatch of materials should be done without third party inspection and clearance report
- iv. The Third Party Inspection is clearly described in this tender document.

## **19.Unloading:**

Unloading & stacking will be arranged by bidder.

## **20.Miscellaneous**

- a. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- b. HPCL shall follow / Price Preference as per prevailing guidelines of Government of India.
- c. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses. In case of contradictions between various sections of the tender document, the Work Description shall supersede Specification and Drawings and Special Terms & Conditions shall supersede instructions to bidders, particular clauses of General Terms & Conditions or clauses stated elsewhere.
- d. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.

- e. The prices quoted by the Bidder shall be firm during the validity period of the bid and Bidder agrees to keep the bid alive and valid during the said period. In case the bidder revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Bidder forfeits the right to the refund of the Earnest Money paid along with the tender.
- f. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. Corporation reserves the right to make payment in any alternate mode also.
- g. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- h. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage , non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- i. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

## **21. General**

In case of contradiction between relevant Indian standards, GTCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail in order of precedence.

- a. Detailed Purchase Order along with Statement of Agreed Variations, if any, and its enclosures.
- b. Schedule of Quantities.
- c. Fax of Acceptance (FOA) / Letter of Intent (LOI)
- d. Drawings / Data Sheets
- e. Scope of Supply & Works
- f. Technical Specifications
- g. Special Conditions of Contract
- h. General Conditions of Contract
- i. Instructions to Bidders
- j. Relevant Indian Standards / Specifications

DATA SHEET FOR FIXED DAY/ NIGHT IP BOX TYPE HD CAMERAS <b>WITH FOCAL LENGTH 2.8 TO 12 MM</b>				
Sr. No	FEATURE	REQUIRED PARAMETERS	Vendor to specify values, make, <b>model</b> offered	Deviations, if any
1	Pickup Device	1/4", Progressive DSP CCD/CMOS color image sensor (sensor shall be sony, sharp or equivalent as approved by HPCL) or better		
2	Type	IP CAMERA (Analog camera with Encoder is not acceptable)		
	Pixels	Total pixels: 1920*1080P		
3	Television System	PAL & NTSC		
4				
	Scanning system	Progressive		
5	Sync system	Internal / External		
6	Horizontal Resolution	HD @25/30FPS		
7				
8	Wide Dynamic Range	Atleast 90 db or better		
9	Min. illumination	0.5 lux – day at colored mode, 0.12 lux - Color SENS UP 0.03 lux – night (Mono SENS UP) ( With IR cut Filter)		
10	Shutter	Digital, Auto/Manual Selectable. Speed :1/25-1/10,000		
11	Electronic Exposure	On/Off		
12	S/N Ratio	More than 50 Db		
13	Image Compression	H.264/MPEG-4, Three Stream		
14				
15				
16				

	Iris	Auto / Manual iris		
	Lens	Veri-focal megapixel lens		
	Lens Focal Length	2.8 to 12 mm with Auto Back Focus or better (Vendor to specify focal length of camera offered & confirmation about range of view required)		
17	Day & Night Operation	Automatic switch over from daylight color operation to a higher sensitivity night monochrome mode when the light levels fall below an adjustable threshold level		
18	Power source	Power to be sourced from UPS of adequate capacity 12V DC /230 V AC. 3 Phase/1 phase AC supply will be provided by HPCL (230+/-10 % )V		
19		0 °C to +50 °C ( 90%)		
	Operating temperature & Humidity			
20	Housing / Dome	IP66 certified (for outdoor application), weather-resistant package. Having in-built surge & limited lightening or external surge and limited lightening protection shall be provided		
		aluminium / S.S. body		
		Easy cable routing		
		Tamper Resistant		
21	Certifications	CE & FCC		
22	View material	Polycarbonate / Tempered glass / acrylic plastic or equivalent		
23	POE	As per IEEE 802.3af		
24	Connectivity	Ethernet, RS 485 / Open IP STANDARD		
25	Mounting	As per site condition / Pole		
26	Audio features	Audio unidirectional streaming with mute feature		
27	Surge protection	Min. Electrical & signal surge protection. Shall be built-in or external device compatible with specified models shall be available		
28	In-built analytics	Motion detection, object removal, Object counting, Abandoned object, Camera sabotage, Trip wire, Crowding , Tailgating		
29	Aspect ratio	Compatible for HD ( 16:9)		
30	Security	Password protected		
31	Supported Protocols	Ethernet / Support protocol 802.3 and IETF Standards, 10/100 Base-T Ethernet, RTP/RTCP,TCP, UDP, ICMP, SNMP, HTTP, FTP, TELNET, MULTICAST, ARP and IGMP.		
32	I/O Points	1 Input & 1 Output point.		

33	Accessories	The cost of camera shall include all the required mounting accessories, brackets, connectors, viz. POE connectors etc. required to connect camera with CAT-6 cable		
34	Make	Axis/Panasonic/Infinova/Sony/Mobotix/Bosch/Pelco / Samsung / LG / Honeywell, Dvtel/Verint / Hitachi / Indigo Vision / GE, makes of any VMS/VAS suppliers.		
35	Compliance	The camera shall be ONVIF Compliant		

Specifications of Flameproof PTZ Camera Housing				
S.No	Features	Specifications	Compliance Yes/No	Deviation if any
1	Application	Flameproof, Explosion proof, weatherproof Dome camera enclosure is used in potentially hazardous areas.		
2	Material	LM-6 ALUMINIUM ALLOY CASTING, TOUGHENED WELL GLASS		
3	Cable Entries	4 NOS. CABLE GLAND ENTRIES		
4	Certifications	CCOE/PESO		
5	Standard	IS: 2148 (2004)/IEC: 60079 (2001)		
6	Camera Model Supported	Samsung LNP-6233HP		
7	Make	Pyrotech, Keshkamat, Sudhir		
		Switchgear, Rittal, Camera OEM, FEPL		

DATA SHEET FOR VIDEO MANAGEMENT SOFTWARE (VIEWING, RECORDING & MONITORING SOFTWARE )			
SR. NO.	FEATURES	COMPLIANCE	DEVIATIONS, IF ANY
1	The software will be a highly scalable, enterprise level software solution. It must offer a complete Video management solution that will be scalable from 1 to 32 cameras minimum. It shall allow for seamless integration of third party Hardware Unit & Alerts from 3rd party software intelligence systems and intelligent fencing sensors. The system <b>MUST</b> be capable of working on Windows later Versions like Vista, Windows -7, Windows - 8, and Windows Server platforms.		
2	The software <b>MUST</b> come as one unit and not multiple loadable units		
3	The Software shall provide user licenses for at least 3 users per site. (to be included in software cost itself)		
4	The System shall allow alert notification from any 3rd party system that can trigger an event via Com, Digital I/O or API integration. Any such trigger would allow signalization attached to any video source and would be configurable.		
5	The system shall be Designed to serve as an video management and network video recorder solution for managing endless number of live and recorded video streams by a large number of clients, the SOFTWARE should be an open platform and integrated with many vendors of video servers, IP cameras, Analog cameras and Video Content Analytic providers.		
6	The SOFTWARE shall have the capability of operating in an environment that requires multi-tasking, when using multiple cameras and devices spread over a wide area.; input one or more alerts based on user-defined criteria, device and related video stream; determine preferential escalation implementations and responses allowing layout & map & video channel & PTZ preset & output activations accordingly.		
7	<b>The Software shall provide the following:</b>		
	<ul style="list-style-type: none"> <li>Automatic search and registration of components of proposed system on the network. They can be Cameras, Monitors, Alarm panels, NVRs.</li> </ul>		
	<ul style="list-style-type: none"> <li>SOFTWARE shall support Server multi-unicast for non-multicast network</li> </ul>		
	<ul style="list-style-type: none"> <li>SOFTWARE shall support up to 16 channel playback and live video simultaneously, synchronized or not synchronized, in the live video window. Each channel playback time and speed can controlled separately.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Drag &amp; Drop functions for most functions system and also for set up of connection between cameras and monitors</li> </ul>		
	<ul style="list-style-type: none"> <li>• Several simultaneous live picture connections of camera in network. It shall be capable of showing video pane layouts including 2x2, 3x3, 4x4, various Hot Spots (1+5, 1+7, 1+9, 1+12, 1+16)and custom layouts.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The live view MUST be capable of highlighting motion as colored boundary overlays and displaying real time alarm information over laid on the live video feed.</li> </ul>		
	<ul style="list-style-type: none"> <li>• It shall be possible to listen to audio from individual cameras or decoders/Receivers.</li> </ul>		
	<ul style="list-style-type: none"> <li>• SOFTWARE shall support Audio recordings simultaneously to the video recordings. It must be possible to establish audio connection on alarm.</li> </ul>		
	<ul style="list-style-type: none"> <li>• System setup for pre-defined surveillance tasks to be invoked at pre-defined times in the day.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Programming of automatic recording events on NVR, maybe based on events such as alarms and video analysis</li> </ul>		
	<ul style="list-style-type: none"> <li>• Remote maintenance of IP Video components</li> </ul>		
	<ul style="list-style-type: none"> <li>• It shall be possible to show text on screen display (OSD) when video is displayed on a Receiver. The OSD must detail the camera name, number, date and time.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The Software shall display and H.264, and MPEG-4 video streams in real time simultaneously at bandwidth ranging from 10kbit to 8 Mbits/second with frame rate ranging from 1fps to 30fps and resolution ranging from 1/4CIF to 4CIF. It should be capable to process 4CIF resolution @30fps per channel. If required mega-pixel and high definition cameras should be supported by system.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The software shall require no proprietary recording hardware, no hardware multiplexer or time-division technology for video or audio recording and monitoring</li> </ul>		
	<ul style="list-style-type: none"> <li>• The software shall give the capacity to view / MONITOR all network components in a GUI . The Software, in the case that a camera signal is lost, shall detect the video loss and have the capability to alert the systems administrator &amp; log the same</li> </ul>		
	<ul style="list-style-type: none"> <li>• The Software shall create an audit trail of events and user activities. The Log file is editable and searched for specific events</li> </ul>		
8	<b>The Software shall allow the following:</b>		

	<ul style="list-style-type: none"> <li>• Live display of cameras</li> </ul>		
	<ul style="list-style-type: none"> <li>• Live display of camera sequences and guard tours</li> </ul>		
	<ul style="list-style-type: none"> <li>• Control of PTZ cameras : shall support PTZ control overlay on the player of the PTZ cameras that will be managed intuitively with the system mouse.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Playback of archived Video at speeds of x1/4 – x16, reverse and frame by frame playback</li> </ul>		
	<ul style="list-style-type: none"> <li>• Retrieval of archived Video using normal playback, thumbnails (event or time based) in commonly used media player formats</li> </ul>		
	<ul style="list-style-type: none"> <li>• The software should be able to stitch two or more video feeds into one frame</li> </ul>		
	<ul style="list-style-type: none"> <li>• Retrieval of videos related to alarms for specific duration using normal playback, thumbnails (event or time based) in commonly used media player formats</li> </ul>		
	<ul style="list-style-type: none"> <li>• Archived Video Should be writeable to CD (R/RW) and DVD (R/RW)</li> </ul>		
	<ul style="list-style-type: none"> <li>• Instant playback of Live Video: all features of live viewing to be available and shall allow instant playback of alerts related video, search shall be allowed per device or per group of devices.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Use of site maps: A site map shall contain different editable elements:</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Graphic elements like maps or pictures</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Text</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Camera icons</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Triggers</li> </ul>		
	<ul style="list-style-type: none"> <li>Relay</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Live video embedded in site maps</li> </ul>		
	<ul style="list-style-type: none"> <li>••- Frame and zoom level sensitive</li> </ul>		
	<ul style="list-style-type: none"> <li>Execution of Guard Tour &amp; sequences using tasks or manually</li> </ul>		
9	For each camera set up bit rate, frame rate, and resolution shall be set independent of other cameras in the system. Altering the setting of one shall not affect the settings of other cameras.		
10	PTZ Operations:		
	<ul style="list-style-type: none"> <li>• Software must be able to operate with PTZ protocols of the offered cameras.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Named presets (up to 64) and custom commands (up to 64) must be supported per camera, invoked from the software.</li> </ul>		
	<ul style="list-style-type: none"> <li>• User priority between 1 and 5 must be allocated for PTZ enabled Transmitters.</li> </ul>		
11	The software shall allow for using .BMP format area maps.		
12	The software system shall be capable of handling camera and alarm icons on area maps. The area map shall be		

	configurable to pop up upon the receipt of an alarm received from a IP Camera on the map. This can be on the same or other monitors on the PC.		
13	The Software system shall allow direct connection of control keyboard to the PC workstation running the Software for virtual matrix operations.		
14	The software shall be capable of monitoring the status of camera in the network and shall indicate when a device goes offline by suitable red cross across the camera.		
15	The system shall be able to carry out a motion search on recorded video and highlight motion in the playback bar and also as analytics triggered emails to navigate straight to that event in recording.		
16	The alarm and map window shall have docking facility on the main screen.		
17	<b>The Software shall have the following facilities:</b>		
	<ul style="list-style-type: none"> <li>• Audio and video playback of any time span. Shall support the display multiple archived video sequences at once</li> </ul>		
	<ul style="list-style-type: none"> <li>• Search of recorded images based on motion, time, date, alarm etc.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall support 100 Video streams concurrently on a work station or 25 streams each on quad headed monitor</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall allow 5 levels of user and Alarm prioritization</li> </ul>		
	<ul style="list-style-type: none"> <li>• shall support local storage for bandwidth utilization</li> </ul>		
	<ul style="list-style-type: none"> <li>• shall allow instant search of defined Time per Camera</li> </ul>		
	<ul style="list-style-type: none"> <li>• shall allow edge device and Server based analytics which will allow running video analytics on any integrated device in the system</li> </ul>		
	<ul style="list-style-type: none"> <li>• shall support System log of integral self-diagnostic alarm and event.</li> </ul>		
	<ul style="list-style-type: none"> <li>• shall support Configurable triggers from any device in the system or from 3rd party systems through a gateway API.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall allow 16 cameras to be replayed simultaneously from one NVR</li> </ul>		
	<ul style="list-style-type: none"> <li>• Auto-protecting of video recording on post and pre 'alarm' images.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The hashing function and a bit key will describe a digital signature of the video images and be watermarked into files of exported images.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall have facilities for play, forward, rewind, pause along with fast forward and rewind for reviewing the recorded videos.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Shall display a single timeline with which the operator can navigate through the video sequence by simply clicking on any point in the timeline</li> </ul>		
	<ul style="list-style-type: none"> <li>• It support playback of video at ¼ to 16 times normal speed</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall be able to query archived video from one or multiple archived video servers using various search criteria, including but not limited to, time, date, camera, and site</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall allow operators to load previously exported video files from their computer or network. Shall allow operators to validate if a digitally signed video sequence has been tampered with or not</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall support digital zoom on playback video streams. Shall provide still image export to JPEG and BMP format with Date and Time stamp on the image</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall be capable of 4 X 4(max) viewing panes at 16 frames</li> </ul>		
	<ul style="list-style-type: none"> <li>• The Software shall require no proprietary recording hardware, no hardware multiplexer or time-division technology for video or audio recording and monitoring</li> </ul>		
	<ul style="list-style-type: none"> <li>• The history windows shall allow the replay of multiple recording simultaneously (using NTP server). The user shall be able to replay the recorded file in real time or in slow or fast motion The History shall allow to search for event by date and time, name of the camera, length of the recording</li> </ul>		
<b>18</b>	The SOFTWARE shall offer following triggers:		
	<input type="checkbox"/> Alarm input of a video server		
	<input type="checkbox"/> Motion detector of a video server		
	<input type="checkbox"/> Unified-picture of a device		
	<input type="checkbox"/> Signal loss alarm of a device		
	<input type="checkbox"/> Alarm input of an external extension box		
<b>19</b>	A logical trigger shall be able to connect different alarm triggers with each other. Logical trigger shall be able to be combined to create new trigger. The following logical operation shall be available:		
	<input type="checkbox"/> And		
	<input type="checkbox"/> Nand		
	<input type="checkbox"/> Or		
	<input type="checkbox"/> Nor		
<b>20</b>	An interval trigger shall set the interval at which an alarm trigger should be active. The week timer shall allow to set separately for every day of the week at what time an alarm scenario should be triggered. Outside of this span, the respective alarm scenario should be deactivated		

21	The Software shall allow the programming of alarm scenario. An alarm scenario is an action that is started by an alarm trigger. Following tasks shall be available:		
	••- Workspace job, to switch to the requested workspace		
	••- Video job, to connect a transmitter to a receiver		
	••- NVR recording job, to start a recording on any NVR available		
	••- NVR backup job, to backup from a local HDD to a NVR		
	••- Camera position job, that calls a camera preset		
	••- Trigger digital output job that activates a relay output		
	••- Play sound job that plays a sound file (.wav)		
	••- Video input job that select the input of a multichannel unit		
	••- NVR record event job that triggers an event recording on a NVR		
22.1	The tasks to be done within an alarm scenario shall be configurable and accept following configurations:		
	••- Alarm, selection of the trigger		
	••- User activation, if the scenario shall be started manually		
	User confirmation, the scenario shall start and stop on acknowledgement of an alarm		
	••- Alarm off, scenario shall end if alarm ends		
	User deactivation, scenario shall be ended manually		
22.2	Should be able to receive real time alarm alerts		
22.3	The VMS should be able to trigger & pop up Real Time videos on trigger of any Video Analytic Alarm		
22.4	The VMS should be able to send an Email, SMS, IVR Message (on a Telephone ) on triggering of an Alarm alert		
22.5	The VMS should give a pop even on a Blank Screen upon the receipt of alert.		
23	All Alarm received by the Software shall be visible and manageable from an Alarm stack		
24	The Configuration Tool application shall allow the administrator or users with appropriate access rights to change system configuration. It shall have the following minimum capabilities:		
	<ul style="list-style-type: none"> <li>• Shall provide decentralized administration of the entire system from anywhere on the network</li> <li>• Shall provide the ability to change video quality, bandwidth and frame rate parameters on a per camera (stream) basis for both live and recorded video and this on an individual basis</li> </ul>		

	<ul style="list-style-type: none"> <li>• Shall provide the ability to change audio parameters, serial port and I/O configuration of individual video server units</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall provide the capability to rename all video server units based on system topology and add descriptive site information to each video server</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall provide the capability to regroup specific cameras together and restrict or enable access rights to this group on a per user basis</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall provide the capability to set a pan-tilt-zoom protocol to a specific video server serial port and allow mixing motorized domes and motorized cameras of various manufacturers within a system</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall allow operators to add bookmarks or view their instant replay in the Archive Player application by clicking on a single button in the Instant Replay tab and start a back up on a NVR station</li> </ul>		
	<ul style="list-style-type: none"> <li>• Shall provide the capability to assign passwords to each users and set access rights to the various client applications, camera and monitor sites and pan-tilt-zoom control of individual motorized cameras/domes</li> </ul>		
<b>25</b>	The Software shall provide an authentication mechanism, which verifies the validity of the user. As such, the administrator shall define specific access-rights for each user in the system which include:		
	Admin or basic user		
	Access or not to sites		
	List of privileges		
	i) Close application		
	ii) Close full screen		
	iii) Configuration		
	iv) Connect menu		
	v) Modify preset		
	vi) Recording menu		
<b>26</b>	CCTV system of a site should be remotely available over Internet to any HPCL user based on Administration Hierarchy. Web address and login screens to be available through internet. Users shall be able to view video & alarms over internet/Intranet. And there shall be a feature to send alarms through E-MAIL / SMS to notified users and have a multi system control center allowing remote connection to multiple systems simultaneously with parallel recordings of monitored video of the remote multi system command and control		
<b>27</b>	<b>Uptime of CCTV System should be available in a module. The same to be available based on Query as daily, weekly, Monthly, Quarterly &amp; yearly. Uptime of CCTV system is considered as 100 % when all the cameras ("n" nos.) &amp;</b>		

	<b>system functionality are operational. If one camera is down &amp; balance cameras (n-1) are available fully with all system functionalities, uptime shall be <math>\left(\frac{(n-1)}{n}\right) * 100</math> %.</b>		
<b>28</b>	The VMS on receiving an alert from the analytical server should have the capability to create and display an overlay on the live VMS image alerting the operator on the exact nature of alert with the exact description coming on the alarm panel		
<b>29</b>	The Video management software shall be ONVIF certified		
<b>30</b>	Approved Brands; Milestone, CISCO, Ultra IP, Genetec, NICE, DVtel & Verint, Genetec, Infinova, Videonetics, 2020 Imaging and i2V		

DATA SHEET FOR 8 PORT MANAGED SWITCH			
SR NO	FEATURES DESCRIPTION	COMPLIANCE YES/NO	SPECIFY DEVIATIONS, IF ANY
1.	8 10/100/1000 Base-T PoE+ ports and additional 2 100/1000X SFP PORTS		
2.	Should support PoE+ as per IEEE 802.3at with PoE budget of 120W or more		
3.	SFP ports will support any combination of 10/100/1000T, 100X, 100FX, 100BX(Bi-directional), 1000X, 1000SX, 1000LX, 1000ZX or 1000ZX CWDM SFPs		
4.	L2 Features: Should support  STP, RSTP, MSTP, STP root guard, Voice VLAN  IGMP v1/v2/v3 snooping, MLD snooping (MLDv1 and v2), IEEE 802.3ac VLAN tagging, IEEE 802.1Q Virtual LAN (VLAN) bridges, IEEE 802.1v VLAN classification by protocol and port		
5.	Should support RPR/IEEE 802.17/equivalent for sub 50ms ring protection in following scenarios : single, dual fibre cuts in ring		
6.	<b>Quality of Service:</b>  Should support Policy-based QoS based on VLAN, port, MAC and general packet classifiers  Should support strict priority, weighted round robin or mixed Scheduling  Should support 8 priority queues with a hierarchy of high priority queues for real time traffic, and mixed scheduling, for each switch port		
7.	<b>Security:</b> Should support  ACL based on L2/L3 headers, Dynamic VLAN assignment DHCP snooping, IP Source guard, DAI, Private VLAN, Authentication ( MAC, Web and IEEE 802.3x), sflow, Radius, TACACS+, LAG, Loop protection and loop detection,		
8.	<b>Management :</b> Should support:  CLI, GUI, IEEE802.3az, RMON 4 groups, SNMPv3, LLDP Digital optical monitoring, cable fault detection DHCPv6, DNSv6, Telnetv6 and SSHv6, NTPv6 USB interface for taking backup of software release files configurations, SSLv2 and SSLv3, Event-based triggers allow user-defined scripts to be executed		

	upon selected system events based on Time , Date , day and Event based		
9.	<b>Certifications:</b> UL60950-1, CAN/CSA-C22.2 No.60950-1-03, EN60950-1, EN60825-1, AS/NZS60950.1,UL, cUL, ROHS		
10.	<b>Operating temperature range (continuous) : 0°C to 50°C</b>		
11.	OEM Compliances: <ul style="list-style-type: none"> <li>• The OEM should be in the latest Gartner Magic Quadrant for the Wired and Wireless LAN Access Infrastructure</li> <li>• The proposed model should not be End of Sale and End of Life and the latest datasheet of the proposed model be available on the OEM's Global website</li> <li>• have an Indian Registered Subsidiary and t he Indian Subsidiary certificate needs to submitted</li> <li>• India TAC support contact details to be submitted by OEM</li> <li>• India RMA support and process details to be submitted by OEM</li> <li>• For ease of integration all active components (switches, SFP's) should be of same OEM and the Test reports of the products should be submitted by the OEM</li> </ul>		
12	Make: Cisco, Moxa, Alliedtelesis, Sixnut, Dlink, HP, Linksys, Fishnet		

**DATA SHEETS FOR  
SINGLE MODE 12 CORE OPTICAL FIBER CABLE**

SN	FEATURE	REQUIRED PARAMETERS	COMPLIANCE	DEVIATIONS, IF ANY
1	Fiber type	Single mode (SM) with composite coating on each fibre		
2	Number of core	12		
3	Cable armoring	Outdoor corrugated steel taped armored		
4	Outer jacket	shall be resistant to Petroleum products		
5	Optical bandwidth of fibres	1.2 GHZ/KM		
6	Operating wave length	1300/1500 nm		
7	Cut off wavelength	1100nm - 1330nm		
8	Each fiber to be individually <u>color coded</u>	as per EIA/TIA-598		
9	The <u>operating temperature</u> range shall be	10° C to 50° C		
10	The allowable <u>bending radius</u> for the cable shall be	10 times the outer diameter		
11	Make	AMP/DIGILINK/Finolex/CISCO / Legrand / Systimax/ Tyco		

DATA SHEETS FOR POWER CABLE				
SN	FEATURE	REQUIRED PARAMETERS	COMPLIANCE	DEVIATIONS, IF ANY
1	Type of cable:	Copper Cable		
2	Voltage Rating:	Up to and including 1100 volts		
3	Construction	4 sq. Mm multi stranded annealed bare electrolytic grade copper conductor.		
4	Primary insulation:	Extruded PVC compound as per IS 5831 type C		
5	Inner Sheath:	Extruded PVC compound type ST2		
6	Outer Sheath:	Extruded PVC compound, type ST2		
7	Armour over inner sheath:	Galvanized steel wire for UAD less than 13 mm, Galvanised steel strip for UAD greater than 13 mm Dimensions as per table 5 of IS		
8	Core Identification:	Red, Yellow & Blue		
	3 Cores:			
9	make	Polycab, Finolex , Neoflex or equivalent		

DATA SHEETS FOR GI POLES				
S N	Feature		Compliance	Deviations, if any
1	Type	Self Support		
2	Material	Galvanized Steel		

3	Height	7 mtrs as per SOQ if installed on RCC pedestal or 10m if 3m grouted in ground with PCC		
4	Wind Speed	180 Kmph		
5	Stress	Within acceptable limit		
6	Foundation	RCC pedestal with footing, pole shall be erected with foundation bolts with baseplate on to footing. Footing design shall be submitted		

## Tender Specification for 55-Inch LED TV

### 1. Technical Specifications

- **Screen Size:** 55 inches (diagonal).
- **Display Type:** LED with IPS/VA panel.
- **Resolution:** 4K Ultra HD (3840 x 2160 pixels).
- **HDR Support:** HDR10 and Dolby Vision compatibility.
- **Refresh Rate:** Minimum 60 Hz, preferred 120 Hz.
- **Viewing Angle:** Minimum 178° (H/V).
- **Brightness:** Minimum 300 nits.
- **Contrast Ratio:** 1000:1 or higher.

### 2. Connectivity

- **HDMI Ports:** Minimum 3 (HDMI 2.0 or higher).
- **USB Ports:** Minimum 2 (USB 2.0/3.0).
- **Wireless:** Wi-Fi (2.4 GHz & 5 GHz) and Bluetooth 5.0.
- **Ethernet:** RJ45 port.
- **Other Inputs:** AV, RF Input, Optical Audio Out, Headphone Jack.

### 3. Audio

- **Speakers:** Integrated stereo speakers with a minimum output of 20W.
- **Audio Enhancement:** Dolby Audio and DTS Virtual:X compatibility.

### 4. Power Requirements

- **Voltage:** 100-240V AC, 50/60Hz.
- **Power Consumption:** Energy-efficient, less than 150W.

### 5. Warranty

- Minimum 3-year onsite warranty.

## 6. Certifications

- BIS Certification.
- Energy Star or equivalent for power efficiency.

# Tender Specification for Flameproof (FLP) Junction Box

## 1. General Requirements

- **Type:** Flameproof Junction Box.
- **Application:** Suitable for use in hazardous areas classified as Zone 1 and Zone 2, Gas Groups IIA, IIB, and optionally IIC.
- **Certification:** ATEX, IECEx, PESO, or equivalent standards for flameproof equipment.
- **Ingress Protection:** IP66 or higher.

## 2. Material of Construction

- **Body:** Die-cast aluminum alloy (LM6) or stainless steel (SS304/SS316).
- **Finish:** Epoxy/polyester powder-coated for corrosion resistance.
- **Gasket:** Neoprene or equivalent, providing weatherproof and dustproof sealing.

## 3. Dimensions and Design

- **Size:** As per site requirements; bidders to specify.
- **Shape:** Rectangular or square.
- **Thickness:** Minimum 5 mm for enclosure walls.
- **Mounting Type:** Wall-mounted or pole-mounted provision.
- **Cable Entry Points:** Configurable with pre-drilled or knock-out holes as per the project.
  - Thread type: Metric/ET/NPT (as per specifications).
- **Lid:** Hinged with captive screws, ensuring secure sealing.

## 4. Electrical Specifications

- **Voltage Rating:** 415V AC, 50Hz.
- **Current Rating:** Minimum 10A to 250A (as required).
- **No. of Terminals:** Configurable; bidders to specify based on the requirements.
  - Terminal Type: Screw-type or spring-loaded.
  - Terminal Material: Tinned copper or brass.

## 5. Safety Standards

- **Explosion-proof Design:** Certified flamepath with smooth machining to ensure spark containment.
- **Temperature Class:** T4 or T5 (as required).
- **Earthing:** Internal and external earthing provisions.

## 6. Accessories

- **Cable Glands:** Flameproof type, compatible with the cable entry size.
- **Nameplate:** Stainless steel tag with engraved details (e.g., make, model, certification).
- **Mounting Kit:** Brackets and hardware for installation.

## 7. Environmental Conditions

- **Operating Temperature:** -20°C to +55°C (or per site requirements).
- **Humidity:** Up to 95% (non-condensing).
- **Corrosion Resistance:** Suitable for coastal or industrial environments.

## 8. Documentation

- Test certificates from accredited labs (PESO/ATEX/IECEX-certified).
- GA drawings, wiring diagram, and installation manual.
- Manufacturer's warranty certificate.

## 9. Warranty

- Minimum 2-year warranty for manufacturing defects.

# Tender Specification for GI Earthing Wire 8 SWG

## 1. General Requirements

- **Material:** Hot-dip galvanized iron (GI).
- **Size:** 8 SWG (Standard Wire Gauge).
- **Diameter:** Approximately 4.06 mm.
- **Weight:** As per IS standards, approximately 64.4 kg/km.
- **Application:** Suitable for electrical earthing systems, industrial grounding, and lightning protection.

## 2. Technical Specifications

- **Galvanization:**
  - Minimum zinc coating: 290 g/m<sup>2</sup> (as per IS 4826:1979 or equivalent standards).
  - Uniform coating without patches or peeling.
  - Adherence to IS 2629:1985 for hot-dip galvanizing.
- **Tensile Strength:** 350–550 N/mm<sup>2</sup>.
- **Electrical Conductivity:** High conductivity suitable for effective grounding.
- **Corrosion Resistance:** Resistant to atmospheric, chemical, and soil corrosion.
- **Length:** Supplied in coils of 50 meters or 100 meters (or as required).
- **Coil Weight:** Approx. 25–50 kg per coil.

## 3. Standards and Certifications

- IS 2629:1985 – Galvanizing of iron and steel.
- IS 4826:1979 – Galvanized coating on steel wires.
- IS 2062:2011 – General steel properties.

## 4. Environmental Conditions

- **Temperature Range:** -10°C to +55°C.
- **Humidity:** Up to 95% (non-condensing).

- **Soil Conditions:** Resistant to acidic or alkaline soil environments.

#### **BIDDER INFORMATION DATA**

Please furnish the following details

1. Name of the Firm : \_\_\_\_\_

2. Address: \_\_\_\_\_

\_\_\_\_\_

Tel. No. (Office): \_\_\_\_\_

(Works): \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

3. Constitution of the firm: a) Sole Proprietor/Partnership

b) Private Limited Company

c) Public Limited Company

4. Name & address of the Proprietors / Partners / Directors : \_\_\_\_\_

\_\_\_\_\_

5. Year of Establishment / Registration & Date. : \_\_\_\_\_

\_\_\_\_\_

6. Registration No.

(i) Under Companies Act: \_\_\_\_\_

(ii) NSIC/SSI: \_\_\_\_\_

(iii) DGTD. : \_\_\_\_\_

7. Income Tax Clearance Certificate for last three years:

Sr. No.	Year	ITCC No.	Date
1.			
2.			
3.			

8. Name of Bankers & Full Address :

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9. Is the Unit Certified by ISO :  
(If Yes, please provide copy of Certificate.

10. Annual Turnover in the last 3 yrs :

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11. List of Purchase Orders of IOC/BPC/HPC for similar works:

12. Registration Numbers

(a) GSTN No.:

(b) NSIC/SSI Regn No:

(e) PAN (Pl attach a copy):

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13. State in which the factory is located:

14. Details of valid BIS & CCOE certificates (Latest) (enclose photo copies):

## DECLARATION

I/ We solemnly affirm as under:

1. I/We further affirm that I/We have gone through the tender document completely and understood the contents, letter & spirit. I/We further confirm that all the terms and conditions of the tender are acceptable to us and we hereby accept and agree to abide by all the other terms and conditions contained in the tender document set.

2. We also affirm that we are not banned or blacklisted by HPCL or any other P.S.U from participating in tenders.

3. We understand that in case it is found subsequently that the downloaded Tender Document Set was altered or tampered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis such tampered document, then the order is liable to be cancelled without any further reference to us.

Signature & Seal of  
Bidder

#### **BIDDER CONFIRMATION ON TECHNICAL POINTS**

**Tender/Bid no:** \_\_\_\_\_

S.No	Description	Bidder Confirmation
1	<b>TECHNICAL:</b> Acceptance to technical specification, scope of work and Terms & Conditions and Sp. Terms & Conditions as specified in bid document.	

2	Deviations if any shall be highlighted on a separate sheet on the tenderer's letterhead and scan copy of the deviations letter shall be uploaded against template of details of technical deviation from bidder	
3	Please also confirm that you shall be able to complete the subject job strictly confirming to the specifications and terms of the tender, if a purchase order is placed on you	

**Note: Tender number to be filled by bidder.**

**Bidder's seal & sign**

### **BIDDER CONFIRMATION ON COMMERCIAL TERMS AND CONDITIONS**

**Tender/Bid no: \_\_\_\_\_**

S.NO	Description	Bidder Confirmation
1	Please confirm that you have studied and understood all the technical specifications, general terms and conditions of the tender and your offer is in conformity with the same	
2	Offers not in conformity with this "Agreed Terms and Conditions" are liable for rejection without recourse to the Bidder.	
3	VALIDITY OF OFFER: Confirm that offer is valid for 120 days from due date/extended due dates of tender	

4	FIRM PRICES: Confirm that the price shall be firm till completion of work in all respects	
5	PAYMENT TERMS: Confirm acceptance to HPCL payment terms in Toto as per Terms & Condition of contract	
6	<b>EMD:</b> a) Confirm that Bid Security /Earnest Money as per stipulations been furnished along with unpriced bid. b) PSU/NSIC/MSME: If you are a Govt. of India/ Any State Govt. Undertaking/NSIC/MSME, please attach registration copy of the same.	
7	TAXES AND DUTIES: The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, cess, levies, and statutory payments payable under all or any of the statutes etc. now or hereafter imposed, increased from time to time in respect of works and materials.	
8	<b>VALIDITY OF PURCHASE ORDER:</b> Please confirm that HPCL, at its sole discretion, shall have an option of extending the Contract for one more time at the same rate, terms & conditions at anytime within one year from the date of Order .	
9	DELAYED DELIVERY/ PENALTY: Confirm your acceptance for delayed delivery clause as per the attached terms and conditions	
10	ARBITRATION: Confirm acceptance of arbitration clause	
11	Confirm that Prices have been filled as per Schedule of Prices format included in the bid document & submitted accordingly.	
12	Confirm that there are NO counter terms and conditions in the Price-Part or any other portion of the tender and in case any such terms and conditions are mentioned, the same shall be treated as null & void.	
13	Attach PAN Card	
14	Attach GSTN	
15	Attach Bidder Information Data	
16	Attach Declaration on Letterhead	
17	Attach Bid Security Declaration	

**Note: Tender/Bid number to be filled by bidder.**

**Bidder's seal & sign**

### **Form3: Eligibility Declarations**

*(To be submitted as part of Technical bid on Company Letter-head along with supporting documents, if any)*

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

*(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)*

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1) **Legal Entity of Bidder:** \_\_\_\_\_

2) **OEM/ Manufacturer/ Agent/ Dealership Status:** \_\_\_\_\_

- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - b) (including our Contractors/ subcontractors for any part of the contract):
    - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by HPCL or Ministry/ Department from participation in its Tender Processes; and/ or
    - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India, Quasi-Government Agencies or PSUs from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.  
**Note: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, this fact must be clearly stated with details. If this declaration is not given along with the UNPRICED Bid, the tender will be rejected as non-responsive.**
  - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document in Form 10.
  - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
  - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 4) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- (a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

**5) MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - **Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:.....**
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. **(Please specify names and percentage of shares held by SC/ ST Partners):.....**

**6) Start-up Status**

we confirm that **we are/ are not** a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

**7) Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

**(a) Self-Certification for the category of suppliers:**

**(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers).** Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier **(tick the appropriate category):**

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

**(b) We also declare that**

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

**8) Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted herewith.
- (b) Agency Agreement shall be submitted. It shall cover
  - (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed.
- (e) Confirmation is given herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by HPCL in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

**9) Self Declaration of details of other HPCL Vendors**

We hereby declare that – ~~(strikeout whichever is not applicable)~~

- a) We do not have any other HPCL vendor who are closely related to us / from the same family unit
- b) We have the following HPCL vendor(s) who are closely related to us / from the same family unit.

**10) Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

I/We further undertake, that if it is found during the tender stage (before accepting our bid/placement of Purchase Order by HPCL) that any information or document furnished/submitted by us is false or incorrect, then we agree that HPCL shall be free to reject our tender/ bid. If the same is found to be false or incorrect during any stage after accepting of our bid/ placement of Purchase Order, then HPCL shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. HPCL shall have the right to recover the differential amount between the rates of our contract and the rates at which HPCL is compelled to procure from the alternate source, if the latter rate is higher. To

this effect, the recovery can be made by HPCL by encashing any bank guarantee that we may have submitted or from any pending bills under this contract or any other contract with HPCL. Further HPCL shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

I/we further undertake as and when called upon by Hindustan Petroleum Corporation Limited, to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

**Form 9: Declaration on GST**

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

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

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-
  - i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any non compliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
  - ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non- payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

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

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

Name of Bidder \_\_\_\_\_

Signature & Seal of Bidder \_\_\_\_\_

**Form 4: Technical Specs Compliance & Deviations**

**(To be submitted as part of Technical bid on Company Letter-head)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

*Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

#### Form 7: Bid Security in lieu of EMD.

*Note: . Bidders exempted from submission of EMD are required to submit a Bid Securing Declaration in lieu of EMD on Company Letter-Head as part of Technical bid, in the following format.*

#### Bid Securing Declaration

Bidder's Name\_\_\_\_\_

[Address and Contact Details]Sir/

Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of HPCL for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or
  - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of .....[insert date of signing]

Place ..... [ insert place of signing]

GTC Works Contract

**ANNEXURE — 7a**

**(SPECIMEN)**

**7a. GENERAL TERMS & CONDITIONS OF WORKS CONTRACT**

**1 PRELIMINARY**

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

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

## 2.DEFINITIONS

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

- 2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".
- 2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.
- 2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.
- 2.4 The "Change Order" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.
- 2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.6 The "Contract" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- 2.7 "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.
- 2.10 "The Owner" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.

- 2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "Site" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.
- 2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work confirming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

### 3. SUBMISSION OF TENDER

- 3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

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

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- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.**
- 3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 Owner reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- 3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognised principles in that regard.

- 3.9 Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.
- 3.10 In consideration for having a chance to be considered for entering into a contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.
- In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.
- 3.11 The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their **tender(s)**.
- 3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorised by the Engineer-in-Charge/Site-in-Charge in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Engineer-in-Charge shall be final in this matter.
- 3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc. etc.
- 3.14 The Contractor shall not carry on any work other than the work under this Contract within the Owner's premises without prior permission in writing from the Engineer-in-Charge/Site-in-charge.
- 3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.
- 3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be

final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.

- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.
- 3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

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

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- 3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.21 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.
- 3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

#### 4. DEPOSITS

##### a) EARNEST MONEY DEPOSIT (EMD)

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

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

**b) SECURITY DEPOSIT:**

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

**1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft upto 750,000/- and in the form of Demand draft / Bank guarantee beyond 750,000/-.**

Composite Performance Bank Guarantee (CPBG) for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu **of deduction of retention money**); **such CPBG shall be valid upto a 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 Incharge/Site Incharge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

**5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS**



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- 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**

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- 5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.
  - 5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms engaged by the Contractor.
  - 5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
  - 5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
  - 5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub- letting of works".

#### **5.d EXTENSION OF TIME**

- 1) If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).
- 2) If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned General Manager of the Owner shall grant a Provisional extension of time, pending a decision on the request.
- 3) The concerned General Manager of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.
- 4) Grant of any extension of time shall be by means of issuance of a Change Order.

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

*5.e. SUSPENSION OF WORKS*

- 5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.
- 5.e.2. In case of suspension of entire work, ordered in writing by Engineer-in- Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause 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 contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

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

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

*5.g. INSPECTION OF WORKS*

- 5.g.1. The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/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 carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice

of the intention of the Engineer-in-Charge/Site-in-Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach 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 alteredor 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 providedin the contract for the work, the rates will be derived from the rates for similar classof 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 labourrates and pay the Contractor accordingly. The opinion of the Engineer-in- Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.
- 5.j.5. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Site- in-Charge.

**5.k. PROVISIONAL ACCEPTANCE**

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

**5.l. COMPLETION OF WORK AND COMPLETION CERTIFICATE**

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

- a) defects, if any, to be rectified by the contractor
- b) items, if any, for which payment shall be made in reduced rates
- c) the date of completion.

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

- 5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.
- 5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.
- 5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.
- 5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.



**5.n. DEFECT LIABILITY PERIOD**

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

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

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

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc. ) where any damage 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-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non observance of the said contractor's labour Regulation.

## **6.e. INSURANCE AND LABOUR**

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

### **6.e.1. EMPLOYEES STATE INSURANCE ACT**

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed

by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

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

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

- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

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

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

#### **vi. AUTOMOBILE LIABILITY INSURANCE**

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

unauthorised use of the vehicle. The provisions of the Motor Vehicle Act would apply.

#### **vii. FIRE INSURANCE**

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

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

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

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules

made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

- iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.
- v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

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

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

**vii. MODEL RULES FOR LABOUR WELFARE**

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

**6.f. DOCUMENTS CONCERNING WORKS**

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

- 6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in-Charge.
- 6.f.3. Contractor will not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

## 7. PAYMENT OF CONTRACTOR'S BILLS

- 7.1. Payments will be made against Running Accounts bills certified by the Owner's **Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill..**
- 7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification.
- The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- 7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc.etc. in the final bill.
- 7.4. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer-in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- 7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.
- 7.6 Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

### 7.a. MEASUREMENT OF WORKS

- 7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the

Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

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

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

- 7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

#### ***T.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.

#### ***T.c. RETENTION MONEY***

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

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

#### ***T.d. STATUTORY LEVIES***

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

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

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of 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.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

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

***T.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR***

- 7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.
- 7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.
- 7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.
- 7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

***7.f. MATERIALS TO BE SUPPLIED BY THE OWNER***

- 7.f.1. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.
- 7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.
- 7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.



- 7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.
- 7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.
- 7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.
- 7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.
- 7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.
- 7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.
- 7.f.10. The contractor shall not remove from the site any cement bags at any time.
- 7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

## 8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

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

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

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

**8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS**

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

**9. CONTRACTOR TO INDEMNIFY THE OWNER**

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

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

#### 10. Price reduction

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reductions 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 price reductions 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 price reductions shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).
  - iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.
- v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

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

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

#### 12. TERMINATION OF CONTRACT

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- 12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.
- 12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor
- a) has abandoned the work/Contract.
  - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
  - c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
  - d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
  - e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
  - f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
  - g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
  - h) has become untraceable.
  - i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.
  - j) has been declared insolvent/bankrupt.
  - k) in the event of sudden death of the Contractor.
- 12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.
- 12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the

date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

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

### 13. FORCE MAJEURE

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

### 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 nominatesome officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or thatin the course of his/her duties, he/she has/had expressed views on all or any of thematters in dispute or difference.
- 14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for anyreasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole **Arbitrator**.
- 14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to theextent disputed) on account of initiation, commencement or pendency of such proceedings.
- 14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be 740,000/- per case for transportation contracts and 760,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid 710,000/- additionally as bonus. Reasonable actual

**expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties**

- 14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Mumbai\*) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Mumbai\*) and conducted in English language.
- 14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

(Note:- \* = While printing the GTCs, each Procurement Authorities at various location, may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

## **15. GENERAL**

- 15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.
- 15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
- 15.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub-contractors and any damage caused must be made good by the contractors at his own expense.

- 15.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
16. Integrity Pact : Effective 1<sup>st</sup> September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
- # 17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.

## **2. Specification For HD IP Fixed Bullet cameras (Non FLP & 8 MP – 4K resolution with Motorized Zoom)**

		<b>HD IP Fixed Bullet cameras (Non FLP &amp; 8 MP – 4K resolution with Motorized Zoom)</b>
<b>Sr .No.</b>	<b>Parameter</b>	
1	Compression	A. The IP Camera shall process and compress video images into digital data files utilizing H.264 or better compression technology.
2	Integration	The camera shall integrate with VMS of the approved makes.
3	Lens	MFZ 3-12 mm or 4.5 mm-10 mm (Motorized Focus & zoom) or better, Min 10X Digital Zoom
4	Video Streams	Minimum 3 Compressed streams from the IP Camera; 1 <sup>st</sup> stream- 8 MP at 25 fps 2 <sup>nd</sup> stream- 2MP at 15 fps 3 <sup>rd</sup> stream- vendor to specify
5	Power over Ethernet	Provision shall be there for both PoE as well as without PoE power supply
6	Resolution	8MP Full HD images up to 25 fps
7	Low Light Performance	Camera shall offer Infrared LED illuminators that function to a range of up to 20 meters which can be set to automatic, always on, or always off) ; Day – 0.3lux , Night – 0.01 lux.IR sensor inbuilt or external shall be acceptable to meet the performance

8	Camera Operating System	The IP camera shall utilize an embedded stable OS that resides on onboard non-volatile flash memory. It shall not reside on internal or external Hard Disk Drives. The camera shall not use a standard PC based OS and should not require constant virus or OS patch management for proper security protection
9	Storage and Network Optimization	The camera shall provide a constant bit rate mode where the bit rate and the quality parameters can be set to perfectly match the storage and network requirements
10	Pickup Device	1/2.8" or better type CCD/CMOS/MOS Sensor
11	Authentication and protection	The camera shall use an Unalterable Image Format to maintain the security and integrity of the digital video files.
12	Communications	Ethernet Port along with programmable capability for static or dynamic (DHCP) IP addressing
13	Protocol Support	The camera shall support the following protocols: TCP/IP, HTTP, UDP, DNS, SMTP, RTP, RTSP, SNMP, IGMP,HTTPS protocols
14	Remote Programming Functions	a. Ability to change the network configuration of the camera, including IP address, gateway and port information, transmission protocols, security protocols and other values pertaining to standard network configuration
		b. Simple video stream viewing via the web client
		c. Ability to adjust compression level

		d. Ability to adjust frame rate
		e. Ability to adjust traditional CCTV camera settings including:
		i. White balance- Automatic/Manual
		ii. Contrast
		iii. Auto-iris control
		iv. Shutter speed
		v. Exposure time
		g. Password Management
		h. Camera title
15	Environmental protection (Housing)	A. Operating Temperature: 0° to 60 ° C
		B. Humidity: 10 to 90% non-condensing.
		C. IP 66 Compliance
		D. Housing shall include Heater and sun-shroud with suitable mount.
16	Regulatory and Compliance	A. UL
		B. FCC
		C. CE
		Note: Indian equivalent approval will be acceptable
17	Effective Pixels	3264*2448 (8MP)
18	Scanning System	Progressive Scan
19	Day & Night	TDN (Auto ICR / Color / B/W)
20	Image setting	Brightness, Contrast, Saturation, Sharpness, Anti-flicker, Exposure, White Balance, WDR, BLC, Mirror, Flip, 3D NR

21	AGC	On / Off
22	Signal-to-Noise Ratio	More than 50dB
23	Wide Dynamic Range	(Min 120 DB) or better
24	Television System	PAL
25	ONVIF S & G profile compliance	Required
26	Bit Rate	32kbps - 8Mbps continuously adjustment CBR/VBR
27	On-board storage	supportable up to 64 GB SDXC/SD Memory recording
28	Video Compression	H.265
29	Ethernet	10Base-T / 100Base-TX, RJ-45 connector
30	Streaming	Simultaneously multi-profile streaming Controllable frame rate and bandwidth Constant and variable bit rate
31	Users	At least 5 users
32	View Material	Vandalproof (IK-10 or equivalent) with Poly Carbonate
33	Power supply	Vendor to specify.
34	Power Consumption	As per POE standard.
35	Mounting	Shall be pole with stand/wall mounted/ceiling mounted with suitable brackets including sun-shroud/canopy
36	Surge/Lightening Protection	Required (Internal/External) in compliance with IEC 62305 requirements
37	Security	Authentication, IP Filter, User access log, Digest Authentication, IEEE802.1x
38	SD Card	Mandatory. The camera shall be able to record during an alarm/ event or in case of network failure. constant overwrite or to stop recording when the
		card is full and notify the administrator that the card is full

		It shall be provided with 64 GB SD Card
39	Backlight Compensation	ON/OFF
40	Color, Brightness, Contrast	Functionality Required
41	Electronic Shutter	1/25 to 1 / 10000 s or better
42	Digital Noise Reduction/ 3D noisereduction	ON/OFF
43	Automatic LensControl	Automatic Iris
44	Focus	Automatic
45	Cooling Fan /Heater	
46	Upgrade	Through web browser, online, firmware upgrade
47	Controls	Camera shall be remotely controllable and configurable.

## 6. SPECIFICATION FLP ENCLOSURE FOR FIXED CAMERA

Standard Specifications of FLP ENCLOSURE FOR FIXED CAMERAS		
Sr. No	Feature	Specification
1	Application	Flameproof, Explosion proof, IP66 & weatherproofed camera enclosure is used in Potentially hazardous areas.
2	Material	LM-6 ALUMINIUM ALLOY CASTING, TOUGHENED WELL GLASS
3	Cable Entries	4 NOS. CABLE GLAND ENTRIES with plug & blind
4	Certifications	CCOE/PESO
5	Standards	IS: 2148 (2004)/IEC: 60079 (2007) or latest versions
6	Hazardous Classification	Zone 1 of Gas II A and Gas II B
7	Make	Pyrotech, Keshkamat, Sudhir Switchgear, Rittal, Camera OEM or equivalent

8	Mount for cameramodel	If party is supplying NON-FLP camera with FLP Enclosure in substitute to FLP camera, FLP enclosure mounting shall be provided in accordance to Non-FLP camera which will be supplied against the line item as per the tender specs. Tender specs of Non-FLP camera shall be inline with Non-Flp camera tender specification. PESO approval shall specify the model number of the enclosure to be supplied and integrity of the Non FLP camera in FLP enclosure shall be the responsibility of the successful bidder.
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## 9. SPECIFICATION FOR FLP Junction box

SR NO	FEATURES	PARAMETERS
1	Body & Cover	Cast Al. Alloy (LM-6) minimum 5 mm thick.
2	Gasket	Neoprene rubber
3	Terminals	Clip on type, block locked at both ends suitable for up to 2.5 mm 2 conductor.
4	Tag nameplate	to be provided
5	Paint	Anti corrosive epoxy paint, shade light gray

6	Protection class	Suitable for area classified as zone-I, IIA & IIB, T6 as per IS2148 IP 65 or better as per IS 2147
7	Other	<p>Explosion proof junction boxes shall have detachable cover, which is fixed, to the box by means of cadmium plated hexagonal head screws. Terminal shall be spring loaded, vibration proof, clip-on type, mounted on nickel plated steel rails complete with end cover and clamps for each row.</p> <p>Sizing shall be done with due consideration for accessibility and maintenance in accordance with the following guidelines</p> <p>50 to 60 mm between terminals and sides of box parallel to terminals strip for up to 50 terminals and additional 25 mm for each additional 25 terminals.</p> <p>100 to 120 mm between terminals for up to 50 terminals and additional 25 mm for each additional 25 terminals.</p> <p>All junction boxes shall be provided with external earthing lugs</p> <p>All junction boxes shall be provided with 20% spare cable entries and terminals. Each junction boxes shall have a minimum of 10% or 2 Nos. whichever is higher, spare entries. All spare entries shall be with EXD plugs.</p>

		<p>All cable glands and plugs shall be of nickel-plated brass material. All the cable glands shall be preferably NPT with PVC hoods unless otherwise specified. Double compression type cable glands shall be used for armored cable.</p> <p>JB supplied should have proper arrangement for fixing all accessories inside it properly with clamps.</p>
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**11. SPECIFICATION FOR  
12 PORT NETWORK SWITCH**

Standard Specification for 12 Port Network Switches - 1 set means 2 number of switches for redundancy		
S.NO.	SPECIFICATION	REQUIRED PARAMETERS
1	Port Density	12 x100/1000 BASE-X SFP ports
		Gigabit SFP ports will support any combination of 10/100/1000 BASE-T, 100BASE-X or 1000BASE-X SFPs,
		100BASE-FX, 100BASE-BX, 1000BASE SX, 1000BASE-LX,
		1000BASE-ZX or 1000BASE-ZX CWDM SFPs
2	Performance	Forwarding Rate 71.4Mbps
		Switching Fabric 100 Gbps
		Supports 9 KB Jumbo frame size UP to 2K IPv4 routes, UP to 16K MAC addresses, UP to 1K layer 2 multicast groups, 4K VLAN ID, 256 MB DDR SDRAM, Separate packet buffer memory, 32MB Flash Memory, IPv6 routing option
3	Resiliency	Link Aggregation (802.3ad LACP)
		Dynamic Link Failover,
		<50 msec ring convergence incase the link failure, optimized for voice & video traffic. Loop Protection- Loop Detection
		Loop Protection-Thrash Limiting STP Root Guard, IEEE 802.1D Spanning Tree, Protocol (STP)-MAC Bridges, IEEE 802.1s Multiple Spanning, Tree
4	VLAN support	Protocol (MSTP), IEEE 802.1t -2001
		802.1D maintenance, IEEE 802.1w -2001 Rapid, spanning Tree protocol (RSTP), RFC 3768 virtual Router Redundancy Protocol (VRRP)

		Support 1 K VLANs , IEEE 802.1ad VLAN double tagging (Q-in-Q) IEEE 802.1Q Virtual LANs IEEE 802.1v VLAN classification by protocol & port. IEEE 802.3ac VLAN tagging
5	Security	Private VLANs, providing security and port isolation of multiple customers using the same VLAN. Dynamic VLAN assignment NAC 802.1x support ACLs Access Control Lists BPDU Protection Guest VLAN support (IEEE 802.1x) IEEE 802.1x port Based Network
		Access Control IEEE802.1x Authentication protocols (TLS, TTLS, PEAP & MD5) IEEE 802.1x Multi Supplicant authentication MAC-based authentication port Security SSH Remote Login SSLv3 Web-based Authentication RFC 2246 TLS Protocol V1.0 RFC 2865 RADIUS, RFC2866 RADIUS Accounting RFC 3546 Transport Layer Security (TLS ) Extensions RFC 3748 PPP Extensible Authentication Protocol (EAP)
6	Quality of Service	TCP-IP bandwidth limiting performance and bandwidth resolution down to 1Kbps IEEE 802.1p Priority Tagging
7	IPv6 Features	IPv4 and IPv6 Dual Stack IPv6 Management via Ping, Trace Route, Telnet and SSH Static Unicast Routes for IPv6 RFC 1886 DNS Extensions to support IPv6 RFC 1887 An
		Architecture for IPv6 Unicast Address Allocation RFC 2461 Neighbour Discovery for IPv6 RFC 2463 ICMPv6 RFC 2464
		Transmission of IPv6 packets over Ethernet Networks RFC
		2711 IPv6 Router Alert Option RFC 3056 Connection of IPv6
		Domains via IPv4 Clouds RFC 2513 IPv6 Addressing
		Architecture RFC 4443 Internet Control Message protocol (ICMPv6)
8	General Routing	Broadcast Forwarding ECMP Equal Cost Multi Path routing RFC 768 User Datagram Protocol (UDP) RFC 791 Internet Protocol
		(IP) RFC 792 Internet Protocol Message Protocol (ICMP) RFC

		793 Transmission control Protocol (TCP) Route Maps Route Redistribution (OSPF, RIP) RFC 1058 Routing Information Protocol (RIP) RFC 2080 RIPng for IPv6 RFC 2081 RIPng Protocol Applicability Statement RFC 2082 RIP-2 MD5 Authentication RFC 2453 RIPv2
		Bootstrap Router for PIM-SM IGMP Proxy IGMP Snooping MLD Snooping (v1 and v2) RFC 1112 Host extensions for IP multicasting RFC
9	Multicast Support	2236 Internet Group management Protocol v2 (IGMPv2) RFC 2362
		PIM-SM RFC 2715 Interoperability Rules for Multicast Routing
		Protocols RFC 3376 IGMPv3 RFC 3973
		PIM-DM RFC 14541 IGMP & MLD snooping switches
10	Management	10/100/1000 console management port, port mirroring SSH and SNMPv3 for secure management RADIUS Authentication RMON (4 groups) SNMP Traps RFC 1157 Simple Network Management Protocol (SNMP) RFC 1212 Concise MIB definitions RFC 2574 User-based Security Model (USM) for SNMPv3 RFC 2575 View-based Access Control Model (VACM) for SNMP RFC 2741 Agent Extensibility (Agent X) Protocol Diagnostic Tools 10.1.1 BIST (Built-in Self Test) 10.1.2 Ping Polling User Interface & administrator Features should support multiple firmware on switch flash & so that backup firmware can be used incase main firmware fails Graphical User Interface (GUI) /
		Web GUI Industry- standard CLI with built-in Help
11	Electrical Approvals and Compliances	EMC EN55022 class A, FCC class A, VCCI class A Immunity EN55024, EN61000-3-levels 2 (Harmonics), and 3 (Flicker)
12	Safety Standards	UL60950-1 CAN/CSA-C22.2 No. 60950-1-03, EN60950-1,
		EN60825-1, AS/NZS 60950-1
13	Certification	UL / TUV or Equivalent ;
14	RoHS compliant	Required

15	Power Characteristics	AC Voltage 100 to 240V
		(+/- 10% auto ranging) Frequency 47 to 63Hz
16	Power Consumption	VTS
17	Environmental Specifications	0 °C to 45 °C , RH upto 95%
18	Mounting	Up to 95%
19	<b>OEM Compliances:</b>	<ul style="list-style-type: none"> <li>The proposed model should not be End of Sale and</li> </ul>
		End of Life and the latest datasheet of the proposed model should be available on the OEM's Global website
		<ul style="list-style-type: none"> <li>The OEM should have an Indian Registered Subsidiary and the Indian Subsidiary certificate needs to be submitted</li> </ul>
		<ul style="list-style-type: none"> <li>India TAC support contact details to be submitted by</li> </ul>
		OEM
		<ul style="list-style-type: none"> <li>India RMA support and process details to be submitted by OEM</li> </ul>
		For ease of integration all active components (switches, SFP's) be of same OEM and the Test reports of the products should be tested by the OEM

<b>Sr. No.</b>	<b>Equipment</b>	<b>Approved Make</b>
1	Camera	Bosch/Sony/Axis/Pelco/Verint/Honeywell / Indigo Vision/ GE/ American Dynamics/ Panasonic/ Infinova/ Samsung
2	Layer 2 Gigabit Ethernet Switch	HP/ CISCO/ MOXA/ALLIED TELESYS/ DELL/TEJAS NETWORKS
3	Industrial Grade Layer 2 Ethernet Switch	RIUGGEDCOM/ SIXNET/ ELECTRALYSYS/
		HONEYWELL/ ROCKWELL/ SEIMENS/ GARRETCOM/
		MOXA/ ALLIED TELESYS/ CISCO/ LANTECH/ GEOEQUIP/DELL/ TEJAS NETWORKS
4	Media Converter	Perle/ Atop/ One3/
		Garretcom/Moxa/Sixnet/Lantec/AMP/Allied Telesys/Cisco
5	Optical Fiber	AMP/TE/Belden/Molex/Panduit/R&M/ Digilink/Schneider
6	LIU	Belden/Molex/AMP/Panduit/R&M/D-Link/Digilink/UL
7	Poles	Bajaj/ Philips/ Crompton Greaves/ Transrail/ Lighting Ltd./ Utkarsh/ Pyrotech/ Skipper
8	Video Management Software	Pelco/ Indigovision/Bosch/ Honeywell/ Verint/ Siemens
		/Milestone/Genetec/ Omnivision/ Mindtree/ NEC/ Allgo vision/Infinova
9	Server	HP/ Dell/ IBM/ Compaq / Lenovo
10	Computer Workstation with Monitor	HP/ Dell/ IBM/ Compaq/ Lenovo
11	LED TV/ MONITOR	PANASONIC/ SONY/ SAMSUNG/ LG/VU
12	Ethernet Cables	Belden/Molex/AMP/Tyco/Panduit/R&M/D-link

13	Power Cables	Thermopad/Molex/Cord/Delton/Polycab/Havells
14	Power Isolator Switch, Fuse Unit	Siemens/ L&T/ GE Power Controls/ Kaycee/
		Schneider Electric
15	Relays	OMRON/ OEN/ ALLEN BRADLEY/ PARAMOUNT/ IZUME DENKI/ PHOENIX CONTACT/ SEIMENS/ L&T/ GE/ BCH/ ALSTOM INDIA LTD (EE)
16	Cable Tray & Tray Covers	Gram Engg/ Hopes Metal/ Indiana/ Globe Electricals/ MM Engg./ Calcutta Manufactureres (Kolkata)/ Elcon Cable Trays Pvt. Ltd.
17	MCB. ELCB & MCCB	MDS/ INDOKUPP/ SEIMENS/ GE POWER
		CONTROL/ SCHNEIDER ELECTRIC/ ABB/ L&T
18	Rack	Valrack/ Rittal/ APW /pyrotech
19	TERMINAL BLOCKS	ELMEX/ CONNECTWELL/ C&S/ PHOENIX/
		WAGO/ WEIDMULLER
20	PROTECTIVE RELAYS	ALSTOM INDIA LTD (EE)
21	AC POWER CONTACTOR	SEIMENS/ L&T/ GE POWER CONTROLS/ KAYCEE/
		SCHNEIDER ELECTRIC/ CONTROLS &
		SWITCHGEAR
22	AUXILIARY CONTACTORS, ELECTRICAL RELAYS	SEIMENS/ L&T/ GE POWER CONTROLS/ BCH/ ALSTOM INDIA LTD (EE)
23	FIBRE OPTIC CABLE	LUCENT –AT & T/ FINOLEX/ D-LINK/
		HCLCOMNET/ SEIMENS/ OPTEL/ ABB/ R&M/
		PANDUIT/ SEIMON/ TORRENT/ CORNING/ TYCO/ AMP
24	FIBER OPTIC NETWORK COMPONENTS	SEIMENS/ R&M/ PANDUIT/ LUCENT- AT & T/
		MODTAP/ OPTEL/ ABB/ HUBER + SUHNER/
		SEIMENS/ ALLIED TELESYS/ PHOENIX CONTACT
25	VIDEO CABLE	FINOLEX/ FORT GLOSTER/ NICCO/ HAVEL/
		UNIVERSAL CABLES/ FINECAB
26	SURGE PROTECTION DEVICE	DEHN/ CITEL/ MTL/P&F
27	DC POWER SUPPLY	VICOR/ LAMBA/ COSEL/ PHOENIX CONTACT/ SEIMENS

28	Junction Box (Flame proof)	Baliga/ Exprotecta/Sudhir Switchgear/ FlexPro/ FCG /Sai Industries
29	Junction Box (Non FLP, Weather Proof)	Baliga/ Exprotecta/Sudhir Switchgear/ FlexPro/ FCG/ Pyrotech/ BCH/ Rittal
30	IP Phone /IP Speakers/ Outdoor Speakers	BOSCH / CISCO / COMMEND / DNH / GAI-TRONICS/AHUJA/Neumann
31	Storage Device	HP/ Dell/ IBM/ Compaq / Lenovo/Qsan/Netgear

### LIST OF APPROVED MAKE / BRAND FOR CIVIL WORKS

S. No.	NAME OF MATERIAL	APPROVED MAKE
1	Cement	L & T/Ultratech, Birla, RAMCO, CCI, ACC
2	Reinforcement Steel / Structural steel	TISCO, SAIL, TSRM, VIZAG STEEL,JISCO
3	False ceiling material	Inter arch / Tiger steel / Luxalon / Intersil Metallic products (Conwed) / Kirbi / metcraft
4	PVC / UPVC pipe	Supreme / Prince / Finolex
5	Soil pipe	RIF, Varuna,
6	PVC pipe	Supreme , Prince , Jain
7	G.I. Fittings	R-Brand, K- Brand, Unik
8	Brass hardware	Saiffee, tube & hardware
9	Aluminium hardware	Nov Bharat ,Jayant, E.C.I.E &Zaofa
10	Stoneware pipe, gully trap	Mysore, Perfect, ISI marked
11	C.I. Pipes & fittings	NECO, BIC
12	Butterfly valves water type check valves	Leader, Audco, IVC, Fludiline

	globe valves, gunmetal gate valves	
13	C.I. Covers	NECO, BIC
14	Anchor bolts	Conforming to IS:2062 as approved by EIC
15	Nuts & bolts	TVS, GKW, UNBREAKO

**Note:**

1. All the Explosion proof / intrinsically safe items located in hazardous area shall have CMRI, BIS and PESO Certification.
2. In case of imported items the flameproof/ intrinsic certification from following agency shall be provided.  
i.e. ATEXFM/ BASEEFA/ PTB/ KEMA/ TUV etc. PESO certificate is mandatory for both Indian and imported items.
3. Only in exceptional cases, at sole discretion of owner, in case the bidder intends to provide any alternate makes then prior approval of owner is required. The bidder shall provide documents proving equivalency. The Decision of HPCL in this regard is final and binding.

# BOQ

Sl No.	Description	Qty	UOM
1	Fixed Camera FL12	4	EAC
2	FLP Enclosur Fixed Camera F12	6	EAC
3	Fixed camera motorized zoom2MP	8	EAC
4	FLP Enclosur Fixed Camera F12	8	EAC
5	Indoor (Dome) 2MP	1	EAC
6	3CORE 4SQ MM CBL,ARM,1.1KV,CU,	500	M
7	OPTICAL FIBER CABLE,SM,12 CORE	500	M
8	SPLY AND LAYG OF ARMOURED CAT6	1,500	M
9	GI EARTHING WIRE 8SWG	500	M
10	CONST OF CABLE TRENCH	200	M
11	NETWORK SWITCH,MANAGED,8 PORT	1	EAC
12	FLP JUNCTION BOX	2	EAC
13	GI Pole 8 MT	7	EAC
14	HARD DISK DRIVE per TB cost	60	EAC
15	55 inch LED TV	1	EAC
16	VIDEO MANAGEMENT SOFTWARE	67	EAC
17	INSTLN COMMNG TESTING CCTV SYS	1	LS
18	LIU BOX	1	EAC
19	Supply & Laying of HDPE Pipe	500	M
20	supply of 50 NB GI Pipe	50	M
21	RCC	20	M3

## PRE-QUALIFICATION CRITERIA

1. Eligibility to participate in the tender:

Bidders who qualify as per following criteria and submit supporting documents as detailed in the tender, shall only be acceptable. Proposal submitted by bidder, who qualify as per the following criteria shall be technically and commercially evaluated. All other proposals are liable to be rejected. Hence, bidders are requested to carefully read the qualification criteria and furnish authentic and complete information in response.

a. Financial:

- Average Annual Financial Turnover during the last 3 years, ending 31st March, of the previous financial year, should be at least Rs. 11 Lakhs.

- Bidders are required to submit the audited balance sheets, profit & loss statements for the last 3 financial years (2023-24, 2022-23 and 2021-22). In this regard the vendor has to submit Financial Statements for last 3 immediately completed financial years (2023-24, 2022-23 and 2021-22). While computing the annual turnover, other income shall not be considered.

- Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years to determine the conformity to the turnover criteria.

- In case where audited results for the last financial year as on the date of submission of the tender is not available, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters subject to submission of a Certificate signed by CEO/ CFO/Partner/Proprietor of the Bidder stating that the financial results of the last financial year of the Company/ Firm are under audit as on the due date of submission of the bid.

Vendor need to submit **job completion certificate** from the buyer after the successful completion of the assigned work or project. It confirms that the work has been executed in accordance with the agreed terms, conditions, and specifications and also **vendor needs to provide at least two contact details along with mail ids where the vendor has completed similar works**

## TECHNICAL CRITERIA:

Technical - Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending last day of the month previous to the one in which applications are invited, where experience should be any one of the following: -

Three similar completed works, each costing not less than the amount 40% of the estimated cost (i.e. Rs.1402200/-) or –

Two similar completed works, each costing not less than the amount 50% of the estimated cost (i.e. Rs.1752750/-) or –

One similar completed work costing not less than the amount = 80% of the estimated cost (i.e. Rs.2804400/-)

However, these values will reduce by 15% for Micro and Small Enterprises registered vendors. i.e. as given below: -

Three similar completed works, each costing not less Rs 701100/- or –

Two similar completed works, each costing not less Rs 1226925/-

One similar completed work costing not less than Rs 2278575/-

Following is the eligibility criteria for vendors to participate in this tender. - Should not be blacklisted or put on holiday by HPCL (by any other location/Zone/SBU) or any Oil Company The above criteria to be met for qualification of applicants. The vendor shall submit job completion report as the proof for completed work.

**Similar work** shall mean “providing integrated video surveillance systems or CCTV networks solutions within installations, facilities, city surveillances etc” i.e supply, installation, testing and commissioning of CCTV system.

## **DOCUMENTS REQUIRED FROM BIDDERS** **TO UPLOAD.**

The bidder needs to download documents attached and fill them duly with sign & stamp. Additionally, the bidder must sign and stamp on the GTC (General Terms & Conditions), indicating agreement to the terms & conditions.

**Annexure-II**

**(To be submitted on Letter head / emblem)**

**BID SECURITY DECLARATION (IN LEIU OF EARNEST MONEY DEPOSIT)**

Ref : Tender No

Date

Sub : Tender title \_\_\_\_\_

I, Shri \_\_\_\_\_ of M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, in my capacity as \_\_\_\_\_ (*Role of the Bidder – Proprietor/Partner/Director etc.*) and being authorized for the purpose, declares on behalf of the Bidder as under:

- 1) That M/s. \_\_\_\_\_ are participating in the subject tender and have submitted our bid in response to the same.
- 2) That we understand that in compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin(Part-I) dated 19.11.2020 issued by Department of Public Enterprises, the Owner has decided not to ask for furnishing of Earnest Money Deposit (EMD) in the form of Bid Security till the operation of the said Office Memorandum.
- 3) That in lieu of not furnishing the EMD, we hereby declare that :
  - a) We will display our commitment to abide by our bid during the tender evaluation process and will not withdraw or modify it or impair or derogate from it in any respect during its validity period i.e. \_\_\_\_ number of days from the date of opening of the Unpriced Bid as sought in the Notice inviting Tender.
  - b) We will comply with all formalities of signing of the contract/agreement/purchase order and submit performance security within time stipulated in the tender document.
  - c) On our failure to ensure (a) and (b) above, HPCL being the Owner shall be entitled to put us under suspension for its future tenders or ban/blacklist us for a specified period as per its policy. The discretion and decision of HPCL in this regard will be final.

d) We will comply with all other formalities which HPCL will communicate to us during the bid validity period.

4) The executant and signatory of this Declaration is authorized by the bidder and the bidder undertakes to comply and abide by the above declaration.

Date

Signature \_\_\_\_\_

Place

Stamp / seal

## BIDDER INFORMATION DATA

Please furnish the following details

1. Name of the Firm : \_\_\_\_\_

2. Address: \_\_\_\_\_

\_\_\_\_\_

Tel. No. (Office): \_\_\_\_\_

(Works): \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

3. Constitution of the firm: a) Sole Proprietor/Partnership  
b) Private Limited Company  
c) Public Limited Company

4. Name & address of the Proprietors / Partners / Directors : \_\_\_\_\_

\_\_\_\_\_

5. Year of Establishment / Registration & Date. : \_\_\_\_\_

\_\_\_\_\_

6. Registration No.

(i) Under Companies Act: \_\_\_\_\_

(ii) NSIC/SSI: \_\_\_\_\_

(iii) DGTD. : \_\_\_\_\_

7. Income Tax Clearance Certificate for last three years:

Sr. No. Date	Year	ITCC No.
1.	_____	_____
2.	_____	_____
3.	_____	_____

8. Name of Bankers & Full Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Is the Unit Certified by ISO :  
(If Yes, please provide copy of Certificate.

10. Annual Turnover in the last 3 yrs : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. List of Purchase Orders of IOC/BPC/HPC for similar works:

12. Registration Numbers

(a) GSTN No.: \_\_\_\_\_

(b) NSIC/SSI Regn No: \_\_\_\_\_

(e) PAN (PI attach a copy): \_\_\_\_\_

13. State in which the factory is located:

14. Details of valid BIS & CCOE certificates (Latest) (enclose photo copies):

## **DECLARATION**

I/ We solemnly affirm as under:

1. I/We further affirm that I/We have gone through the tender document completely and understood the contents, letter & spirit. I/We further confirm that all the terms and conditions of the tender are acceptable to us and we hereby accept and agree to abide by all the other terms and conditions contained in the tender document set.
2. We also affirm that we are not banned or blacklisted by HPCL or any other P.S.U from participating in tenders.
3. We understand that in case it is found subsequently that the downloaded Tender Document Set was altered or tampered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis such tampered document, then the order is liable to be cancelled without any further reference to us.

Signature & Seal of Bidder

(To be on your company's Letter Head)

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

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

**DECLARATION ON GST**

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

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-

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

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

We hereby agree and confirm that –

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

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

Place :

Signature

Name :

Date :

Designation :  
Seal.

(To be on your company's Letter Head)  
**(to be submitted along with unpriced bid)**  
**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

Chief Plant Manager  
Jatni LPG Bottling Plant,  
Hindustan Petroleum Corporation Ltd.  
Jatni

Date:

Ref.: Tender No.:

Dear Sir,

We, \_\_\_\_\_, hereby declare/ clarify that we have not been banned/put on holiday or delisted by any Government or quasi Government agencies or Public Sector Undertakings.

Yours truly,

**(Bidder's sign & stamp)**

**Name of Signatory:** \_\_\_\_\_

**Position in company:** \_\_\_\_\_

**Mobile Number(s):** \_\_\_\_\_

**Telephone Number (O):** \_\_\_\_\_

**Telephone Number (R):** \_\_\_\_\_

Declaration of Tax  
(ON LETTER HEAD)

(To be given by Individual/HUF/Firm/AOP)

This is to declare that, for the items covered by Tender No.

---

1. We declare that our legal Identity is a Sole Proprietorship'/HUF'/Partnership'/Association of Persons'.
2. The service tax liability will be discharged by us as CGST @ \_\_\_\_%, SGST @ \_\_\_\_%, IGST @ \_\_\_\_% respectively.

**SIGN & SEAL OF THE TENDER SIGNING**

(To be on your company's Letter Head)  
**Declaration – MSME**

<b>TO BE FILLED BY ALL BIDDERS II</b>		
1	<b>NAME OF BIDDER</b>	
2	<b>WHETHER REGISTERED WITH MSME : YES/NO, IF YES PLEASE FILL THE FOLLOWING</b>	
2.1	<b>WHETHER COPY OF MSME CERTIFICATE ENCLOSED/UPLOADED : YES/NO</b>	
2.2	<b>MSME REGISTRATION CERTIFICATE IS VALID UPTO</b>	
2.3	<b>MONETARY LIMIT OF MSME REGISTRATION CERTIFICATE</b>	
3	<b>WHETHER ITEM QUOTED IS COVERED IN MSME REGISTRATION CERTIFICATE IF YES. PLEASE MENTION THE ITEM NAME IN MSME CERTIFICATE UNDER WHICH TENDERED ITEM IS COVERED</b>	
4	<b>WHETHER YOU HAVE SUCCEEDED IN SECURING ORDERS FOR SAME ITEMS (ITEM QUOTED), IN COMPETITION (I.E. WITHOUT PRICE PREFERENCE) WITH LARGE SCALE UNITS DURING THE PRECEEDING 12 MONTHS FROM THE DATE OF THIS TENDER (SAY : YES OR NO)</b>	
5	<b>WHETHER FIRM IS OWNED BY SC/ST ENTREPRENEURS (SAY YES OR NO) IF YES, PLEASE UPLOAD SC/ST CERTIFICATE</b>	

-----  
**SEAL, SIGNATURE & NAME OF THE TENDERER**

**Note to Bidder:**

1. It is mandatory for all the bidders to provide above data, in case bidder is non MSME, please mention "N.A".
2. If no information given by bidder, it will be presumed that you are non MSME and later on any MSME preferences will not be entertained.

(To be on your company's Letter Head)  
**(to be submitted along with unpriced bid)**

**DECLARATION FOR PAN DETAILS**

Chief Plant Manager  
Jatni LPG Bottling Plant,  
Hindustan Petroleum Corporation Ltd.  
Jatni

Date :

Dear Sir,  
We, \_\_\_\_\_, hereby declare / clarify that "PAN No of firm is \_\_\_\_\_  
\_\_\_\_\_ falling under jurisdiction of \_\_\_\_\_. It is here by  
Declared that the said PAN is correctly stated as per sec.139A (5)".

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: \_\_\_\_\_

Position in Company: \_\_\_\_\_

Mobile Number(s): \_\_\_\_\_

(To be on your company's Letter Head)

**DECLARATION OF UNDERSTANDING OF TENDER TERMS**

I/ we confirm having read & understood the details, specifications, bill of quantities, instructions to the tenderers, applicable tax and conditions of contract annexed there to (herein after called the contract documents) relating to above proposed work.

I/We confirm that our offer has been prepared after thorough study of General Terms and Conditions, Tender terms & conditions etc., and I/We hereby accord our unqualified consent and agreement to the said Conditions.

I / We confirm that the offers have been provided for all the items/categories of service/job requirement.

Name and Signature of the Tenderer

## HPCL CONCILIATION RULES, 2019

**Background**

Part III of the Arbitration and Conciliation Act, 1996 makes provisions for alternative dispute resolution through Conciliation, which is emerging as an effective dispute resolution mechanism for Public Sector Enterprises in India.

HPCL intends to increasingly focus on Conciliation as a dispute resolution mechanism and hereby frames the present Rules in conformity with Part III of the Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

**1. Title and Commencement**

- a. These Rules shall be called the HPCL Conciliation Rules, 2019.
- b. It shall come into force on 16 March 2020.

**2. Definitions**

- a) “Act” means Arbitration and Conciliation Act, 1996 as amended from time to time.
- b) “Conciliation” means a dispute resolution process whereby the Parties by mutual consent appoint a Conciliator or a Settlement Advisory Committee (SAC) to assist them in their attempt to reach an amicable settlement of their dispute(s) arising out of a defined legal relationship, contractual or otherwise.
- c) “Conciliator(s)” means the Conciliator appointed in accordance with these Rules.
- d) “HPCL” means HINDUSTAN PETROLEUM CORPORATION LIMITED, having its registered office at 17, Jamshedji Tata Road, Churchgate, Mumbai-400020.
- e) “Panel of Conciliators” means the list of eligible persons selected by HPCL to act as Conciliators in conciliation proceedings under these Rules.
- f) “Party” means a Party to a contract with HPCL or a Party to a Conciliation proceeding under these Rules. Further, “Party” means HPCL or the other party to the Conciliation proceeding individually, and “Parties” means both of them collectively.
- g) “Rules” means the HPCL Conciliation Rules, 2019 (as amended from time to time).
- h) “Settlement Advisory Committee” or “SAC” means the Committee of Conciliators appointed under Rule 5 of these Rules.
- i) “Settlement Agreement” means the agreement arrived between the Parties in settlement of their dispute(s), which is the subject matter of Conciliation.
- j) “Working Day” means any of the five days between Monday to Friday, including both Monday and Friday, between 10.00 AM to 5.00 PM (Indian Standard Time), excluding Gazetted holidays and all other holidays declared by the Govt. of India or HPCL.
- k) The masculine gender shall include female and neutral genders and vice-versa. The singular shall include the plural and vice-versa.

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### 3. Scope and Applicability

- a) These Rules shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract involving HPCL as a Party, and which involves construction, works, engineering, EPC or Supply or any other contract of a similar nature, where the Parties seeking an amicable settlement of their disputes have agreed that these Rules shall apply. These Rules shall, however, not apply to disputes arising out of or relating to MS/HSD/LPG/SKO/Lube Dealership/Distributorship Agreements and Agreements for Bulk or Packed Road Transportation of Petroleum Products. If the dispute is not settled by Conciliation within 8 (eight) months of the initiation of conciliation or such further period as the parties shall agree in writing, the Conciliation proceedings shall terminate and the Parties shall be free to approach a Court of law.

Provided that these Rules shall be applicable only if:

- i) the dispute arose out of a contract, agreement or other defined legal relationship that has been successfully completed or is ongoing. No dispute arising out of a contract, agreement or other defined legal relationship that has been abandoned by either of the Parties would be covered under these Rules.
  - ii) the date of request for the conciliation is made during the Contract or within 6 months after the Contractual Delivery Date/ Contractual Completion Date or the extended CDD/CCD.
  - iii) the dispute involves claims of an amount not less than ₹ One Crore.
- b) The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever/wherever a settlement is possible.
- c) Pendency of judicial or similar proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue.
- d) During the pendency of the Conciliation proceedings, the Parties shall not initiate any judicial or similar proceedings in respect of the dispute which is the subject matter of Conciliation, and if any such proceedings have been initiated prior to the commencement of the Conciliation proceedings, the Parties shall maintain status quo in respect thereof as long as the Conciliation proceedings are pending.
- e) These Rules shall however not apply to dispute(s)/ claims which are barred by limitation, or which, by virtue of any law for the time being in force in India, may not be submitted to a Court or Conciliation.
- f) These Rules shall be subordinate to and supplementary to Part-III of the Arbitration and Conciliation Act, 1996 and the Act will prevail over the Rules to the extent of inconsistency, if any.

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- g) These Rules are broad standard Conciliation procedures meant for a flexible, systematic, expeditious and amicable settlement of disputes and Parties may mutually agree in writing to make appropriate adjustments/ changes, and such mutually agreed departures/ deviations from any of these Rules shall not in any circumstances render a Conciliation proceeding or any Settlement Agreement reached pursuant thereto invalid, illegal or void.
- h) Subject to subsequent agreement between the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed dispute settlement mechanism or these Rules are not the prescribed Conciliation Rules under the relevant contract/agreement.
- i) Raising of any issue or point of dispute, by any Party in writing or otherwise in any communication (electronic or otherwise) between the Parties (without its resolution) shall not be considered as seeking Conciliation under these Rules, unless such Conciliation proceedings are formally invoked in writing under these Rules by a Party, stating clearly the subject matter in dispute/ difference and seeking the consent of the other Party(ies) for Conciliation. Every Conciliation shall commence only if the other Party(ies) accept(s) in writing its willingness to enter into Conciliation.

#### **4. Panel of Conciliators**

- a) HPCL shall, with the approval of Director (HR) of HPCL, prepare and maintain a Panel of Conciliators, consisting of persons having good standing in the field of Oil and Gas, Refineries, Marketing of Petroleum Products, Engineering and Projects, Law or Justice within sixty (60) days of these Rules coming into force. The Panel will be updated from time to time as required. The Director (HR) of HPCL may add any name to or delete any name from the Panel of Conciliators.
- b) The Conciliators in the Panel of Conciliators, shall be independent persons, who are not serving employees, or consultants or advisers of HPCL.
- c) Persons who have attained the age of 70 years will automatically cease to be on the Panel of Conciliators. In case where a Conciliator has been appointed and during the pendency of conciliation proceedings, he/she attains the age of 70 years, he/she will continue to be a conciliator till completion of the conciliation proceedings, whether by means of a Settlement or Termination of the Conciliation Proceedings or otherwise as provided under the Act.
- d) All the members of the Panel shall have equal status and parties will not have any right to challenge the appointment of a Conciliator on the ground that its nominee Conciliator has higher status than the other Conciliator.

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- e) The following persons may be enlisted in the panel of Conciliators:-
- i. Retired Chairman & Managing Director, Retired Functional Directors of any Central Public Sector Enterprise in India.
  - ii. Independent experts in the field of Oil and Gas, Construction or Engineering and Projects (a) having minimum 25 years' experience; (b) being preferably registered with an institute of arbitration in India and (c) having experience of handled at least one or more arbitration or conciliation.
  - iii. Retired Judges of the Supreme Court of India & High Courts in India.
  - iv. Retired PSU employees of and above the level of Chief General manager of a Schedule 'A' PSU in India.
  - v. Legal practitioners/ Advocates having minimum experience of (a) 25 years post enrollment (in case of practicing advocates) in High Courts/ Supreme Court or (b) 25 years post qualification (in case of in house counsel).
- f) The Panel of Conciliators shall contain an Annexure, giving details of the qualifications of the Conciliators, including professional and technical experience.
- g) A person shall be empaneled as a Conciliator only after obtaining his consent to be so empaneled.
- h) A person in the Panel of Conciliators shall not be entitled to any monetary benefit or remuneration/fees or any other facility only by virtue of his/her name being in the Panel of Conciliators. He will be entitled for fees, etc. only when he/she is actually appointed as a Conciliator or forming a part of a SAC in relation to a specific dispute under these Rules. An appointment on the Panel of Conciliators under sub-rule (a) shall ordinarily be for a period of 3 (three) years from the date of appointment. Such period may be extended or curtailed at the discretion of HPCL.
- i) Removal of a person from the Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Conciliation Proceeding in which such person is acting as a Conciliator, unless the said Conciliator is removed specifically from the dispute in question.
- j) Disqualifications of persons as Conciliators and/ or removal:
- The following persons shall be deemed to be disqualified for being empaneled as Conciliators, and if already empaneled/ appointed, shall be liable to be removed:
- 1) A person who has been adjudged as insolvent or is of unsound mind or physically incapable of performing the work of a Conciliator.

- 2) A person against whom criminal charges are framed by a criminal court and are pending for final disposal or, who has been convicted by a criminal court/ Tribunal for any offence and a sentence of fine or imprisonment has been passed against him. (This will not include fines for petty cases like traffic violation or penalties given purely because the person held a particular office {like an occupier in a factory} provided he has no personal involvement in the same).
  - 3) A person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority and are pending or, has resulted in a punishment.
  - 4) A person against whom an adverse report/ remark is received from the Vigilance Department of HPCL or the CVC or CBI or the Government of India, which lends doubts as to the integrity of the person or otherwise makes him unsuitable to hold the position.
- k) Provided always that HPCL may, in its sole discretion, change the eligibility criteria or modify/ rescind any portion or the whole of these Rules or not include any person as a Conciliator in its Panel, without assigning any reasons and such decision shall not be called in question by any person/ party.

#### **5. Composition of the Conciliation Tribunal**

- a) Conciliator(s) shall be appointed by the mutual consent of the Parties from the Panel of Conciliators maintained by HPCL in respect of a particular dispute. There shall be a Sole Conciliator in Conciliation proceedings where the disputed claim (or all claims put together) is less than ₹5,00,00,000 (Rupees Five Crores). However, where the disputed claims are more than ₹5,00,00,000 (Rupees Five Crores), the Conciliation Tribunal shall consist of two Conciliators. In case of 2 Conciliators, each Party to the Dispute shall appoint one Conciliator each from the Panel maintained by HPCL.
- b) In case the Parties fail to agree on a Conciliator(s) from the Panel of Conciliators maintained by HPCL, the Parties shall be at liberty to mutually agree to appoint any other Conciliator(s), who is/are not in the Panel of Conciliators maintained by HPCL.
- c) The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of “Settlement Advisory Committee” or “SAC” in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules. The SAC can be of a sole conciliator or of 2 conciliators.
- d) When a person is approached in connection with his possible appointment as a Conciliator in respect of a specific dispute, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. A Conciliator, from the time of his appointment and throughout the Conciliation proceedings shall, without any delay, disclose any such circumstances to the Parties, unless they have already been informed of such circumstances. Such person shall not act or continue to act as a Conciliator if either Party objects to his so

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acting or continuing to act due to the existence of such circumstances. Such circumstances shall include:

- An interest in or connection with the subject matter of the dispute,
  - A relationship with a party, including a relationship of lawyer and client.
- e) On the appointment of a Conciliator in respect of a specific dispute, the Conciliator shall give a Declaration as per **Schedule-A** of these Rules.
- f) If a Conciliator withdraws himself or he/she is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for any three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s) or does not hold conciliation proceedings or cannot act further because of the objection of a party under sub-rule d) above or any reason which disqualifies him, the parties may appoint an alternative Conciliator in the same manner as contemplated herein.
- g) The appointment will take effect from the date of such intimation about the constitution of the Conciliation Tribunal.
- h) If any appointed Conciliator resigns or dies or is unable to perform his functions during the Conciliation, then HPCL may terminate the appointment of such Conciliator and inform him and the parties accordingly. The Parties shall take further steps to fill up the vacancy so caused as per 5(a) above.
- i) No person shall be appointed as a Conciliator in respect of more than three disputes at a time.

## 6. Commencement of Conciliation

- a) HPCL or the Party who has entered into a contract of the nature stated in 3(a) above with HPCL, and who wishes to settle any dispute, shall serve a written notice/invitation for Conciliation Proceedings under these Rules, to the other Party. This will be done only after the normal official avenues of resolving disputes under any contract or existing practice are exhausted.
- b) A written notice/invitation for Conciliation proceedings shall, inter alia, contain the following details:
- i. Identity of the Party giving the written notice/invitation - name, official address, email address, contact number(s), official representative, etc.
  - ii. Specific consent of the party for Conciliation under these Rules.
  - iii. Name of proposed Conciliator(s) from the Panel of Conciliators maintained HPCL.
  - iv. Details of the contract, a brief description of the dispute which is sought to be settled through Conciliation, details of the amounts claimed and the total amount claimed.
  - v. A statement that there are no other issues or disputes.

- vi. Where a No Claims/Dues Certificate has been issued to HPCL, a statement that the claims are pertaining only to those items which have been specifically excepted and mentioned as exceptions in the said No Claims/Dues Certificate.
- vii. An undertaking that:
- No interest shall be claimed in any judicial or similar proceedings or during conciliation, for the period commencing from the date of written notice/invitation for Conciliation, upto the completion/ conclusion of the Conciliation by a Settlement Agreement or Termination or otherwise in terms of these Rules.
  - Not to initiate any judicial or similar proceedings in respect of the dispute mentioned in the written notice/invitation for Conciliation during the pendency of the Conciliation proceedings and, if any such proceedings have been initiated prior to the written notice/invitation for Conciliation, that the party agrees to maintain status quo in respect thereto during the pendency of the Conciliation proceedings.
- c) The Party receiving the written notice/invitation for Conciliation may, within 30 (thirty) days of receipt of the notice/invitation, accept the invitation for Conciliation wholly, or may accept the invitation only in respect of some claims mentioned in the written notice/ invitation and not in respect of the rest of the claims, or on the condition that its dispute/ claim(s) with the other party may also be settled through Conciliation under these Rules. Such limited or conditional acceptance shall constitute a counter-invitation for Conciliation. In case of a counter-invitation, the first Party shall within 15 (fifteen) days of receipt of the counter-invitation give its reply as afore-stated. The Party accepting the invitation for Conciliation or giving the counter-invitation for Conciliation, as the case may be, shall also comply with the requirements of sub-rule (b) above, to the extent applicable.
- d) If no reply under sub-rule (c) is received from the other Party, on whom written notice/invitation/counter invitation for Conciliation under sub-rule (a) or sub rule (c) has been served, the invitation/counter invitation for Conciliation may be treated as ‘rejected’.
- e) Conciliation proceedings under these Rules shall be deemed to commence on the day the party giving the invitation/counter-invitation for Conciliation receives a written intimation of acceptance of such invitation/counter invitation from the other party (Commencement). For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of invitation/counter-invitation for Conciliation is received from a Party.
- f) If the Parties fail to agree on appointment of Conciliator(s) and constitution of SAC within 60 (sixty) days of the Commencement of the Conciliation proceedings as per sub rule (e) above or such extended time period as agreed between/amongst the Parties, whichever is longer, the efforts of dispute settlement through Conciliation shall be treated as ‘failed’.

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**7. Conciliation Proceedings**

- a) Upon his appointment, the conciliator may request each party to submit to him a brief statement in writing describing the general nature of the dispute, the points at issue and the amount, if any, of the claim(s) and counter claim(s). Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.
- b) The SAC may, if it considers necessary, permit or request the Parties to submit further written statement(s) along with other documents/evidence in support thereof.
- c) The first meeting of the Parties shall be called by the SAC, after consulting the Parties involved, at a convenient date and time, within 10 (ten) working days of receipt of written statement mentioned in the preceding sub-rule (a) and sub-rule (b). During the first meeting, a tentative time-frame and broad work-schedule of the Conciliation proceedings shall be finalized by the SAC after due consultation with and consent of the Parties.
- d) The SAC shall, as much as possible, proceed with the Conciliation proceeding on an issue by issue basis, after proper identification of the relevant issues with the consent of the Parties.
- e) The SAC, with the consent of the Parties, may also call for material witness(es) to assist the Committee.
- f) Each Party shall send a copy of its communication, written submission and all other document(s) filed before the SAC to the other Party.
- g) Opportunity shall be given to the Parties during the Conciliation proceedings to openly and fearlessly express their views so as to enable the Parties to better understand and appreciate each other's viewpoints.
- h) It shall be open to the Parties or the Conciliator(s) to make any proposal or counter proposal for amicable settlement of the dispute at any time during the Conciliation proceeding. The SAC may also make such proposal after consulting and hearing the Parties.
- i) All the parties shall commit to participate in the proceedings in good faith with the intention to settle the dispute(s), if possible.

**8. Representation, venue and other broad principles**

- a) Advocates shall not be allowed to participate in the Conciliation Proceedings under these Rules and Parties shall plead their own cases.
- b) Parties shall, however be free to appoint their employees, officers, directors or in-house Law Officers to plead their own cases.

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- c) Unless otherwise agreed between the Parties, Conciliation proceedings under these Rules may be held at the registered office of HPCL at 17, Jamshedji Tata Road, Churchgate, Mumbai-400020 or any other office of HPCL.
- d) Unless the parties have agreed upon the place where meetings with the conciliator are to be held, such place shall be determined by the conciliator, be convenient to both parties and take into consideration the circumstances of the conciliation proceedings.
- e) Equal opportunities shall be given to the Parties to express their views before the SAC and the SAC shall make utmost efforts to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
- f) Representation of the Parties may be oral or in writing. Only if both Parties agree to in writing, then minutes of the meetings/hearings may be recorded in broad general terms, without however, recording adversarial submissions/ claims or stand of either party on the same, if any. Copies of such minutes of meetings shall be sent to the Parties within 7 (seven) working days of each meeting/hearing. No such minutes shall constitute any evidence as to the stand of either party and shall not be used in evidence before any Court of law. If Minutes are not agreed by either Party it shall not be made or issued. Only a record of Attendance of a meeting/ Attendance Sheet shall be made in such cases.
- g) Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner without, however, diluting procedural flexibility of such proceedings.
- h) The language of the Conciliation proceedings under these Rules shall be English.

#### **9. Role of Settlement Advisory Committee/ Conciliators**

- a) The Settlement Advisory Committee shall attempt to facilitate resolution of the dispute(s) by the Parties, and communicate the view of each party to the other, assist them in identifying issues, reduce misunderstandings, clarify priorities, explore areas of compromise and generate options in an attempt to resolve the dispute(s), emphasizing on the benefits of settlement.
- b) The SAC shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.
- c) The SAC shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent and impartial manner to reach an amicable settlement of dispute(s).
- d) The SAC shall conduct Conciliation proceedings in conformity with these Rules and Part-III of the Arbitration and Conciliation Act, 1996 to the maximum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.

- e) The broad approach of the SAC shall be speedy, efficient and amicable settlement of disputes, without however diluting objectivity of approach, principles of natural justice and established principles of law.
- f) The SAC shall act more as facilitators, rather than as judges/umpires/arbitrators and shall not impose any view or terms of settlement on any of the Parties.
- g) The SAC may suggest to either of the Parties or both of them, the possible terms of a settlement for their consideration. If such possible terms of a settlement are given, then both parties shall comment on the same and after considering the comments, the SAC may offer a revised terms of settlement for consideration.
- h) Unless it is signed by both the Parties to the Dispute/ Conciliation, no “terms of settlement” which are proposed or commented upon, shall be binding upon either Party or held against it.

#### **10. Time Frame**

- a) The SAC shall attempt to dispose of the entire Conciliation proceedings within a time frame of 6 (six) months from the date of constitution of the SAC, but the same may be extended with the mutual consent of the Parties, for a period not exceeding 2 (two) months.
- b) Notwithstanding sub rule (a), a Settlement Agreement signed after the 8 (eight) months period stipulated in sub-rule (a) shall not become void or unenforceable merely because such agreement has been signed after the stipulated 8 (eight) months period.
- c) Notwithstanding sub rule (a), the SAC may terminate the Conciliation proceedings any time before the expiration of the 6 (six) months stipulated in sub-rule (a) if it is of the view that because of the vastly divergent, extreme and/or rigid views of the Parties or non-cooperation/ response of any one party or both parties or for any other substantial reason it is no longer possible or practicable to meaningfully conduct the Conciliation proceedings.
- d) The total number of meetings of the SAC/ hearings in a Conciliation proceeding shall not be more than 6 (Six), unless otherwise agreed between the parties in consultation with the SAC.

#### **11. Conciliator’s fee**

- a) Each Conciliator constituting the SAC shall be entitled to the following fees:-
  - i. a fee of ₹ 40,000/- (Rupees Forty Thousand only) for each hearing/meeting.
  - ii. a lump sum reading fee of ₹ 40,000/- (Rupees Forty Thousand only).
  - iii. a lump sum facilitation fee of ₹ 40,000/- (Rupees Forty Thousand only) if a draft Settlement Agreement is prepared by the SAC.
- b) Provided that the total fees payable shall not exceed a maximum of ₹ 4,00,000/- (Rupees Four Lacs only) per Conciliator per dispute (case referred for Conciliation) excluding service tax. This is unless otherwise agreed to in writing by both the Parties.

- c) In addition to the fees and expenses stated in sub-rule (a) above, the SAC shall be entitled to incur for themselves secretarial services at a lump sum amount of ₹25,000/- (Rupees Twenty Five Thousand only). The SAC/ Conciliators will make its own arrangements for secretarial services. The SAC/ Conciliators shall make their own local travel arrangements.
- d) If the Conciliation Proceedings are held at a place other than the location/ residence of the Conciliator (outstation visit), then each such Conciliator shall also be entitled for reimbursement of (i) actual rail/ air travel expenses, (ii) expenses for suitable Hotel Accommodation, (iii) meals and local travel on actual basis. The accommodation to the Conciliator(s) shall be provided at the guest houses of HPCL, where available.
- e) In all cases the fees and expenses of conciliation mentioned above shall be borne equally by the Parties. Further, the Parties shall pay and bear their respective share of the fees and expenses within 30 (thirty) days from the date of first meeting/ hearing, to the Conciliators as directed by the SAC or to such an account as may be designated by them. The process and payment stage can be agreed and varied by the consent of the Parties and the Conciliator(s).
- f) Final account towards fees, payment for secretarial services and other expenses of the Conciliation proceedings shall be reconciled and settled between the Parties and the SAC on the termination of the Conciliation proceedings. In case of signing of a Settlement Agreement, the fees and expenses as determined by the SAC as per these Rules shall be paid by the Parties within 30 (thirty) days of the signing the Settlement Agreement.
- g) In the event where the dispute does not involve any monetary claim or disputed amount cannot be quantified, then the Conciliator's fees will be a consolidated sum of Rs.3.00 lakhs inclusive of fees for hearing, study, facilitation, etc. Secretarial charges will be extra as per the above provisions.

## **12. Non-disclosure of Information**

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the SAC subject to a specific condition that such an information is to be treated confidential, the SAC shall not disclose that information to the other Party.

## **13. Co-operation of Parties**

- a) The Parties shall, in good faith co-operate with the SAC and in particular will endeavor to comply with any request of the SAC to submit written materials, provide evidence, give clarification, attend meetings/hearings, etc.
- b) Conciliation being an amicable dispute settlement mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to understand and appreciate the other Party's viewpoints without, however, diluting the correct factual position.

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- c) The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and mutually acceptable amicable resolution of disputes.
- d) The Parties shall not in any manner make any attempt to unduly influence the Conciliation proceedings or the SAC by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.
- e) Notwithstanding that any Conciliation Proceedings have commenced or continued between the Parties, no work shall be stopped by a Contractor merely because of the pendency of disputes before Conciliation. Every work including extra work shall have to be carried out and performed as per the terms of the contract, by a contractor irrespective of the pendency of conciliation proceedings.

#### **14. Agreement of Settlement**

- a) After discussing with and hearing the Parties involved, if the SAC is of the view that there exist circumstances for a settlement of the dispute, the SAC shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration and comments.
- b) If any part of the draft terms of settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till mutually acceptable terms are reached.
- c) When a settlement can be arrived at only in regard to any one or only some of the issues referred for Conciliation, an Agreement of Settlement may be signed in regard to the said issue(s), but not the others. Such a Settlement shall be binding on only that one or only some of the issues which are Settled and not the others, unless otherwise agreed upon in writing by both Parties.
- d) An Agreement of Settlement shall contain a statement to the effect that each of the person(s) signing: (I) is fully authorized by the respective Party he/she represents, (II) has fully understood the contents of the same, (III) is signing the same out of complete free will and consent, without any pressure or undue influence and (IV) the same shall be final and binding on and enforceable against the Party and the persons who(m) he represents.
- e) When an Agreement of Settlement is signed, the same shall be final and binding on the Parties and the persons claiming under/ through them respectively.
- f) The SAC shall authenticate the Agreement of Settlement. The Agreement of Settlement shall be made in 2 Originals—one each for the two parties. If there are more Parties, then every Party shall be given an original signed Agreement of Settlement and hence more originals shall be made.
- g) The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute, under Section 30 of the Arbitration and Conciliation Act, 1996.

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**15. Confidentiality and Admissibility of Evidence in Other Proceedings**

- a) The SAC and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of the Conciliation proceedings and the contents of any terms of settlement or draft Settlement Agreement or final Settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement of the Settlement Agreement.
- b) Confidentiality under these Rules shall extend to proposals, alternative proposals, communications exchanged between/amongst the Parties, communications exchanged between any of the Parties and the SAC or any of the Conciliators (in case of multi Conciliator Committee), minutes of meeting/hearings, draft Settlement Agreement(s), expert opinions, evidence of witness etc. in relation to the Conciliation proceedings.
- c) Neither the Parties nor the Conciliator(s) shall rely upon or introduce as evidence or give testimony regarding any of the following in any arbitration, judicial or similar proceedings:
  - i. A proposal or alternative proposal by a party, or the willingness of a party to accept a proposal or alternative proposal during the Conciliation proceedings;
  - ii. Views expressed during the Conciliation proceedings in respect of a possible settlement of a dispute or the terms of a possible settlement or otherwise;
  - iii. Statements or admissions made by a party in the course of the Conciliation proceedings;
  - iv. Proposals or suggestions made or views expressed by the SAC;
  - v. A document prepared solely for purposes of the Conciliation proceedings.
- d) The above provisions on confidentiality and admissibility of evidence of the aforesaid material/matter shall also extend to any arbitration, judicial or similar proceedings relating to disputes, which are not the subject matter of the same Conciliation proceedings.
- e) No person who has been a part of the Conciliation proceedings including the Conciliator(s), a Party, witness, or any third party, shall, unless required by applicable law or unless the Parties agree otherwise in writing, give testimony in any arbitration or judicial or similar proceedings concerning any aspect of the Conciliation proceedings, except in respect of a Signed Settlement Agreement, if the veracity of the same is in question, doubt or challenge.
- f) Subject to the limitations contained in this Rule, evidence that is otherwise admissible in arbitration or judicial or similar proceedings does not become inadmissible merely as a consequence of it having been used in a Conciliation proceeding.

**16. Judicial or other Proceedings**

- a) During the course or pendency of a Conciliation proceeding under these Rules; the Parties shall not initiate or take any step to initiate any judicial or other proceedings in respect of a dispute, which is subject matter of a pending Conciliation proceeding and if any proceeding is already pending, then the Party(ies) shall ensure that the same is kept in abeyance/ withdrawn.

- b) Subject to the above sub rule (a), reference of any dispute to Conciliation under these Rules shall be without prejudice to any rights and interest of the Parties involved to resort to Court or judicial proceedings, in case the Conciliation proceedings fails or terminates.
- c) The Conciliation Proceedings under these Rules shall not be deemed to be Arbitration proceedings and any agreement for conciliation shall not be deemed to be an agreement between the parties for Arbitration.

#### **17. Personal Exemption of Conciliators**

- a) A Conciliator shall be given full immunity by both Parties and shall not be held liable for anything done or omitted to be done by him during the course of a Conciliation proceeding, whether by way of any civil or criminal action or otherwise howsoever. No Conciliator shall be summoned or presented by any party as a witness in any arbitration or judicial or similar proceedings in regard to any information received or action taken by him during the course of a Conciliation proceeding.
- b) No Conciliator shall be engaged by the parties in any arbitration or judicial or similar proceedings in respect of a dispute which is the subject matter of a Conciliation proceeding.

#### **18. Termination of Conciliation proceedings**

The Conciliation Proceedings are terminated:

- i. By the signing of the Settlement Agreement by the Parties, on the date of the Agreement; or
- ii. By a written declaration of the SAC, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
- iii. By a joint written declaration of the Parties addressed to the SAC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or
- iv. By a written declaration of one party to the other Party (or other parties) and the SAC, to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
- v. On the expiration of the time period specified in Rule 10(a) above for the completion of a Conciliation proceeding, or any agreed extension thereof by the Parties; or
- vi. On the non-payment of fees/expenses as specified under Rule 11 by a Party; or
- vii. On the failure of the Parties to appoint a Conciliator to constitute the SAC in accordance with these Rules.
- viii. On disqualification of a Conciliator who is part of the SAC.

#### **19. Miscellaneous**

The Management of HPCL may revise, amend or alter these Rules or the Schedule of Fees and other charges to be charged and paid as and when it may think necessary.

Any matter not covered in these Rules shall be in accordance with the provisions of Part-III of the Arbitration and Conciliation Act, and in general consonance with the intent of these Rules.

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**SCHEDULE A****DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF  
SETTLEMENT ADVISORY COMMITTEE**

**Ref: Conciliation between .....and ..... arising out  
of contract/agreement (insert details) ..... dated.....**

I, the undersigned, do hereby agree to serve, as a member of the Settlement Advisory Committee in the referred case and hereby make the following declarations:

1. I am familiar with the requirements of the law, particularly the Arbitration and Conciliation Act, 1996 and HPCL Conciliation Rules, 2018.
2. I am available to serve as a Member of the Settlement Advisory Committee and I am independent of any of the Parties involved in the referred Conciliation proceeding and have no interest –business, financial or otherwise – in any part of the contract/Agreement under reference or subject of the Conciliation proceeding. I am not related to either of the two parties as a serving employee or consultant or Director or Legal Adviser or a substantial shareholder or being a close relative of the owner of either party or in any other manner which will affect my independence or impartiality.
3. I have not dealt earlier with the contract under reference or the subject matter of the Conciliation proceeding in any manner or capacity, which could compromise my ability, independence or impartiality to resolve the dispute(s).
4. In future I will not act as an arbitrator or as a representative or counsel of any Party in any arbitration or judicial or similar proceedings in respect of the dispute which has been referred and which is the subject matter of the Conciliation proceedings.
5. The fees and other facilities for conciliation, offered to and accepted by me will remain fixed and under no circumstances will there be any demand from me for any alteration or change or increase therein, under any nomenclature.

Date:

(Signature)

Name:

Address: