

ANNEXURE IV



HPCL-MITTAL ENERGY LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following are the Special Conditions of Contractors applicable to this Contract which shall be read in conjunction with the General Conditions of Contract, Specifications, drawings and/or any other document forming part of the Contract. In respect of terms & conditions, not explicitly provided in this Special Terms & Conditions, provisions of General Conditions of Contract are applicable.

Contractor shall return the copy of this Contract duly accepted without any deviations for further processing at our end. Failure to return this Contract doesn't diminish the Contractor's responsibility of executing the services required as per this order.

1) GENERAL:

- A. The work shall be performed in accordance with the applicable codes and practices.
- B. Contractor shall make himself fully conversant with the locations and the type of job to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. He shall contact the respective Engineer-in-charge for this purpose.
- C. The Contractor shall prepare plan for execution of jobs and get the same approved by Engineer-in-charge. The contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.
- D. HMEL reserves the right to off load part or total quantum of the job depending upon the exigencies.
- E. If the quality of job carried out is not to the satisfaction of the Engineer in charge, whose decision will be final and binding on the contractor, the same job will have to be rectified by the contractor to the satisfaction of Engineer-In-charge without any additional extra cost implications to HMEL.
- F. The contractor shall work as per instructions & priorities given by Engineer-in-Charge.
- G. Execution of job includes execution of all preceding and connected jobs.
- H. If required, the contractor would enter into secrecy agreement with HMEL with respect to all drawings, design documents / information that they may come across during course of execution of the job.
- I. The Contractor is required to comply all statutory requirements (like ESI, PF, labour license etc) as per HMEL HR guidelines. P.F. code is mandatory for Gate Pass registration.
- J. Order Split Clause: - HMEL reserve the right to split the contract among two or more bidders.
- K. Repeat Order Clause: - Vendor to conform acceptance of repeat order within 6 months of basic order on same prices or reduced prices, terms & conditions.

2) MODE OF MEASUREMENT:

Measurement of work will be made on Unit of Measurement mentioned in the RFQ Item of MJ Portal and as per specification provided for the job by EIC.

3) SCOPE OF WORK: As mentioned in Annexure-2 (SOW) of the tender documents

4) SCHEDULE OF RATES (SOR): As per Annexure-I (MJ PORTAL SOR)

Quantities mentioned in tender is indicative and payment shall be made on the actual quantity executed.

5) MOBILIZATION TIME:

The Mob Plan to be submitted by the Bidders. Accordingly, complete manpower should be mobilized on or before 30.06.2026.

6) CONTRACT DURATION / CONTRACT VALIDITY / COMPLETION TIME:

The term of the contract shall be 5 yrs with option of extension for another 2 yrs based on the performance of O&M Contracts. In case of O&M operator unable to perform, Owner has all the right to terminate the contract as per the terms and conditions mentioned elsewhere.

7) DEFECT LIABILITY PERIOD (DLP):

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 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 CBG/Security Deposit submitted by the contractor.

Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Engineer-in-charge / Site-in-charge/Owner shall be the final in deciding whether the defect has to be rectified or replaced. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

8) SECURITY DEPOSIT / RETENTION MONEY/CBG:

The Tenderer, with whom the Contract is decided to be entered into and intimation is so given will have to submit within 15 days from the date of intimation of acceptance of their tender, a non- revocable Composite Bank Guarantee (CBG) equivalent to 1% of the Contract value to cover for Retention money and performance of contract, in favor of HPCL MITTAL ENERGY LIMITED, from any Scheduled Bank (other than a Co-Operative Bank) payable at Noida in the Performa enclosed, failing which the HMEL reserves the right to cancel the Contract. The Composite Bank Guarantee shall be valid till expiry of Defect Liability Period with a claim of 3 (Three) months beyond the expiry of Defect Liability Period

Alternatively, 1% 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. Retention money held shall be released after completion of Defect Liability Period.

Note: a) If Defect Liability Period (DLP) is not applicable, then, in above clause wording 'Defect Liability Period' shall be replaced by 'Contract Validity', otherwise shall remain unchanged as mentioned above.

b) If the Contract validity is less than 12 months, annualization of value shall not be done.

9) EARNEST MONEY DEPOSIT (EMD):

The tenderer shall be required to pay a sum of INR 20,00,000/- (Indian Rupees Twenty Lakh only) as Earnest Money Deposit along with the tender by a pay order/ crossed demand draft in Favor of HPCL-Mittal Energy Limited, Noida, from any scheduled bank (other than cooperative banks) or through RTGS/NEFT in the below mentioned bank detail:

HMEL Bank details are as follows: - Name of the Bank: State Bank of India

Name of the Branch: Corporate Account Group, New Delhi

Address: 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Vir Singh Marg, Gole Market

State: New Delhi

Pin code 110001

Fax No. with STD Code: 011- 23745508/23745509

IFSC Code: SBIN0017313

SWIFT Code: SBININBB824

Account No.: 30549915568

EMD will not carry any interest. Bids without EMD will not be considered and will be liable for rejection. EMD shall be refunded to all unsuccessful Bidders within 15 days after the award of contract to successful bidder.

EMD of successful bidder will be refunded after submission of security deposit/CBG.

10) RATE CONTRACT:

This shall be a Rate Contract wherein the rates shall be agreed for Contract term. This Contract shall have a tentative maximum capping value, which can be changed by HMEL at any moment of time during the Contract term. HMEL shall have no binding to execute the full contract value / full quantities or part thereof under this Contract.

11) PRICE REDUCTION SCHEDULE(PRS):

CPP Plant: -

The maximum liquidated damaged to the O&M Contractor in the contract shall be limited to a maximum of 7.5 % (seven point five) of Annual O&M Fees. Incentive applicable shall be limited to a maximum of 7. 5% of Annual O&M fees Deduction of Liquidated Damages shall in no way relieve the bidder from discharging obligation under this Contract.

O&M contractor to keep regular monthly records of the details for review by Owner. Penalty crossing beyond the cap shall imply O&M Contractor's default and non-performance of O&M Contractor and may lead to necessary action by owner as defined elsewhere in the contract.

Petchem Substation: -

The maximum liquidated damages to the O&M Contractor shall be limited to a maximum of 12% (Twelve Percent) of Annual O&M Fees. Deduction of Liquidated Damages shall in no way relieve the O&M contractor from discharging obligation under this Contract.

All the Incentives & Penalties shall be prepared & approved by EIC and to be submitted with monthly invoices.

The O&M Contractor to keep regular monthly records of the details for review by Owner.

Penalty crossing beyond the cap shall imply O&M Contractor's default and non-performance of O&M Contractor and may lead to necessary action by owner as defined elsewhere in the contract.

12) PRICE ESCALATION:

The quoted prices shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of Contract.

For CPP Plant Escalation shall be paid as per the following formula:

- The awarded rates, which is charged per month, shall remain in effect for 1 Year from the commercial operation/Commissioning date
- On completion of first year of operations, for second and subsequent years, the monthly rate shall be escalated using the formulae given herein.
- The derived rate after including escalation shall be effective for the complete year
- The weightage of WPI in the index should be 10% : 0.1: (there shall be little supplies involved)
- Accordingly, the weightage of CPI shall stand at 90% :0.9:
- WPI stands for **Wholesale Price Index for all commodities** and indexed to as published by Office of Economic Advisor GOI, and available on the net.
- CPI stands for **All-India Average Consumer Price Index Numbers for Industrial Workers** and indexed to as published by Labour Bureau GOI and available on the net.

$$EF_n = (0.1X(WPI_n - WPI_{n-1}) + 0.9 X(CPI_n - CPI_{n-1})) / (0.1XWPI_{n-1} + 0.9X CPI_{n-1})$$

Escalation shall be as per the above calculation & maximum escalation shall be limited to 10%.

EF_n is the escalation factor

n is index of contract year, n-1 is index of previous contract year

WPI n and CPI n are the respective indices of contract year at Effective Date

WPI n-1 and CPI n-1 are the respective indices of previous contract year at Effective Date

13) PAYMENT TERMS:

CONTRACTOR shall raise final bill and the due payment shall be paid on 45th day from the date of receipt of duly certified bill by Unit Owner/ Engineer in Charge after deduction of applicable taxes/ duties/ levies as per GCC(This clause is supersede of Annexure-II-SOW-

Petchem Substation, Point No-7, Sub point-7.1 point no-2). Backup documents like copy of signed measurement sheet, completed and signed checklists as per work pack, filled and signed protocols shall be enclosed with the bill.

Notwithstanding the release / payment of bills by the HMEL to the contractor, the contractor shall ensure that the payment of wages and other statutory within time limit. There shall not be linkage between release / payment of the bill by the HMEL to the contractor and the payment of wages / other dues by the contractor to his worker.

14) RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS:

HMEL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the EMPLOYER'S action.

1.0 CORRUPT AND FRAUDULENT PRACTICES

1.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

1.2 HMEL requires that the Contractor observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, HMEL defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in Contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of HMEL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive HMEL of the benefits of free and open competition.
- c. "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what is purports to be; counterfeit, an imposter.
- d. "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in

fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in (i) & (ii) above

- 1.3 **HMEL may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices, or Fraudulent Practices in competing for the Contract.**
- 1.4 **In case, the information/ document furnished by the Contractor forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, HMEL shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Contractor and without any prejudice to other rights available to HMEL under the Contract such as forfeiture of the Composite Bank Guarantee, withholding of payment etc**
- 1.5 **In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, HMEL shall have full right to forfeit any amount due to the Contractor along with forfeiture of the Composite Bank Guarantee furnished by the Contractor.**

Further, any Contractor which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of HMEL debarring them from future business with HMEL.

15) NO REGRET OFFER:

Bidders are advised to quote their best “no regret” price as HMEL intends to place order on technically and commercially acceptable L1 bidder based on the initial price bids submitted. However, in exceptional cases, HMEL reserves its right to have negotiation with L1 and / or reverse auction, as the case may be, for finalizing the tender.

16) TAXES AND DUTIES:

The quoted rates in Annexure I _ Schedule of Rates/RFx Tender Form/Mjunction SOR shall be inclusive of all taxes, withhold tax, levies/ duties paid/ payable in execution of the Contract except GST. GST is extra on basic rate at actual. Any variation during the Contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies/ duties for work executed beyond the Contract duration will not be applicable.

17) PENALTIES & RECOVERIES:

a) PENALTY FOR VIOLATION OF SAFETY:

- Contractor shall ensure proper site safety and maintain zero accidents/Lost Time Incident (LTI), where LTI means an incident resulting into injury to a person such that he is not in a position to perform his assigned duty within 24 hours from the happening

of the incident. The owner should be informed immediately on any kind of minor/major accidents. All liabilities arising of accidents/LTI shall be in Contractor's scope.

- For each lost time incident the Contractor shall be penalized by deducting Rs. 10,000/- of running bill for the quarter in which the incident occurs. The penalty shall be 5 times i.e. Rs. 50,000/- if it is found that the Contractor has failed to report the lost time incident. In case of a major or fatal accident taking place where the person is hospitalized or more than 48 hours, 7% of the running account bill for the quarter in which the incident occurs shall be deducted.
- All employees working for Contractor will follow safety guidelines of HMEL. Any deviation in following safety guidelines may imply non-performance of Contract and may lead to necessary action by HMEL at their sole discretion.

b) PENALTY FOR DAMAGE TO THE HMEL PROPERTY: -

- All the material lying inside the refinery/township compound/area considered to be property of M/S HMEL unless otherwise specified. Any damage to the property of HMEL shall attract to penalty equal to the 1.5 times cost of property damaged (Cost will be decided by HMEL).

c) Other penalties are applicable as mentioned in Annexure-II-SOW.

18) Contractor shall follow all the HSE, HSSE, Safety & Security policies of HMEL.

Contractor to comply HSSE guidelines/HR Compliances sent along with tender enquiry as agreed by you. Contractor to also comply compliance which was not part of tender but imposed by HMEL time to time during the Contract period.

19) INDEMNIFICATIONS:

The Contractor shall keep HMEL indemnified from any claims what so ever inclusive of damages / costs / fines for violation of any of applicable rules to this order or otherwise arising from injuries or alleged injuries or death of person employed by Contractor or damaged or alleged damages to the property.

20) TERMINATION OF CONTRACT:

HMEL reserves the right to terminate the contract (Fully/ Part of) with a notice period of 30 days, in case of unsatisfactory performance of contractor and/or frequent problems with the services, HMEL need not to give clarification to vendor for the same. The work order or part thereof can be extended/ curtailed without assigning any reason.

21) SUBLETTING OF WORK:

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

22) CLOSURE OF CONTRACT:

The final bills to be submitted by the Contractor shall be accompanied by the prescribed documents applicable to this Contract. The Contractor shall collect the details and formats of such documents from Engineer-in-charge / other designated authority.

23) TRANSITION PERIOD CHARGES:

The existing contract will expire on 30.06.2026. Contractor shall commence mobilisation as per agreed/submitted mobilisation plan prior to the contract expiry date, and the transition charges will be paid as per the quoted SOR rate (First Year Header item).

Vendor shall provide the complete Transition plan & give presentation for the same to HMEL EIC. Vendor shall ensure to execute this complete Transition as per the plan.

24) BIDDING DETAILS:

Bidders must carefully read all documents: scope, requirements, deadlines, eligibility, Pre-qualification criteria & submit the bid as per below.

1st Phase – PQ Bid requirements to be submitted within 10 days

2nd Phase – Complete Bid can be submitted in 30 days' time

Site Visit is mandatory & vendor must visit the site within 15 days from the date of receipt of Tender and any clarification will be resolve during the Pre-bid meeting/Site visit.

For the site visit, the vendor must send an email at least 02 days in advance along with a soft copy of the Aadhaar Card, name, contact details, and company name of the visitor.

During the site visit, the vendor must carry a hard copy of the Aadhaar Card and ensure the visitor is equipped with full-sleeve coveralls/boiler suit, safety helmet, safety goggles, safety shoes, and hand gloves.

The vendor shall review the scope of work for CPP (Part A) and Petchem Substation (Part B) and optimize the common manpower for both facilities, such as safety officers, housekeeping personnel, billing and administrative staff, wherever applicable.

Financial Criteria :-

Bidder shall furnish complete audited annual report including auditor's report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the preceding three financial years.

Financial Criteria for this tender enquiry – Bidder has to meet the following financial criteria -

- a. Net worth has to be positive in immediate preceding financial year.
- b. Annual Turnover of the bidder shall not be less than 100% of the annualized estimated value of work/item in at least one of the preceding three financial years.
- c. The bidder has to submit the financial details as per Form-II . If the audited financial data for immediate preceding year is not available, unaudited data may be considered for evaluation. In case unaudited data is also not available then previous three years audited financial data shall be considered for evaluation skipping the preceding financial year data.

Experience Criteria:

- a. This will be as per PQ criteria.
- b. Bidder who will not submit relevant document /certificates as required above and not fulfilling above criteria shall be liable to be rejected upon discretion of HMEL.

Guidelines for Bid submission:

The bidders must submit the bids under 2 bids system i.e.

A. Unpriced bid (Cover 1 in MJ portal):

The bidder shall submit signed & stamped scan copy of SOW, SCC, GCC, HSE, HR exhibit for Contractors, Supplier code of conduct, EMD (if applicable), Related party declaration, All the schedule & Annexures attached with Part- A CPP O&M and Part- B Petchem Substation (Please note no price to be indicated in technical bid).

B. Price Bid:

The bidder shall fill prices in MJ portal only.

Bid shall be valid for a period of 180 Days from final bid due date.

Bidders should ensure submission of complete information/ documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.

In absence of requisite document, HMEL reserves the right to reject the bid without making any reference to the bidder.

Submission of authentic documents is the prime responsibility of the bidder. Wherever HMEL has concern or apprehension regarding the authenticity / correctness of any document, HMEL reserves a right of getting the document cross verified from the document issuing authority.

Bidder who is on Holiday/ Negative list of HMEL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award.

Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit self-certificate.

In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.

Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.

Consortium / Joint Venture Bids are not acceptable.

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

HMEL reserve the right to assess Bidder's capability and capacity to perform the Contract by taking into account various aspects such as concurrent commitments, performance etc. HMEL reserves the right to reject any or all Bids without assigning any reason.

In case you do not intent to quote for this work, please submit the Acknowledgement Letter indicating the reason of regret to HMEL at the e-mail id given above or submit the regret bid with appropriate reason.

24.1) Important Instruction regarding Price Schedule Submission for CPP O&M Job: -

The Vendor must submit the detailed price break-up in the format provided in the sheet titled "SCHEDULE-3 – Price Schedule", as attached to the Tender Document in Part A CPP O&M. This schedule strictly to be upload only under Bid Part-2.

23) WHISTLE BLOWER POLICY:

Bidder to note that there exists a whistle blower policy at HMEL, details of which can be obtained from HMEL web site www.HMEL.in

Note:

1. In case of any contradiction between the Special Conditions of Contract (SCC) and General Conditions of Contract (GCC), the SCC shall supersede the GCC.

ANNEXURE – II

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)	NET WORTH (RS.)
2024-25		
2023-24		
2022-23		

1 Copies of audited balance sheets with Profit & Loss account statement for the last 3 years are enclosed along with the bid.

2 Bidder shall work out Net worth on the following basis: -

Net Worth : Reserve + Capital – Accumulated Loss

SIGNATURE & SEAL OF BIDDER : _____

NAME OF BIDDER : _____