ANNEXURE – II

**GENERAL TERMS & CONDITIONS OF TENDER FOR DISPOSAL OF**

**POLYMER SCRAP**

1. ***MODE OF SUBMISSION OF TENDER***
   1. All tenders should be submitted in the prescribed form to the address mentioned in the Notice inviting tender.
   2. The tenders should be submitted in sealed cover superscribing “Tender for Polymer Scrap & Sweeping Materials”, addressed to :

Animesh Chattopadhyay, Chief General Manager

* 1. Haldia Petrochemicals Limited, Bengal Eco Intelligent Park , EM-3, Sector 5, Salt Lake City, Kolkata 700091

Sealed tender documents should be dropped in the tender box kept in HPL’s Techna Office at above address before 5.00 pm on or before **10.12.2024**

* 1. Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with the Special as well as General terms and conditions of tender and without EMD of Rs, 3,00,000 are liable to be rejected.

1. **ACCEPTANCE OF OFFER**
   1. Acceptance of the offer against one or more items will be sent to the tenderers under Registered Post/Fax/hand delivered letter.
   2. The purchaser is required to return the duplicate copy of the contract duly signed and stamped as token of acceptance.
2. **Earnest Money & Security Deposit**
   1. Each tender bid is to be accompanied by earnest money (ED) of Rs.300,000.00 in form of DD/Cheque.
   2. The same will be refunded to the bidders whose offers have not been accepted (either in part or in full) without any interest within 90 days of the tender closing date subject to fulfillment of all contractual obligations. Tenderers whose bids have been accepted within 90 days of tender closing date for one or more of the tendered items will be required to deposit the security deposit as specified by Haldia Petrochemicals Ltd in the letter of acceptance within 1 working day of such acceptance, failing which the earnest money shall be forfeited without assigning any reason. In the event their bids for one or more of the balance tendered items are subsequently accepted within 60 days of the tender closing date, the tenderers will be required to deposit the security deposit as specified by Haldia Petrochemicals Ltd in the subsequent letters of acceptance within 3 working days of such subsequent acceptance failing which the earnest money will be forfeited.
3. ***SECURITY DEPOSIT :***

Full payment of the security deposit **(20% of total value , Total value = Total volume \* H1 price)** has to be paid within **three working day** from the date of acceptance of the bid, failing which HPL has the options of levying penal charges @ 1% per week or rejecting the bid. In the event of the offer by the tenderer for some of the items being accepted earlier and for some others subsequently, the full payment of security deposit as specified in the respective letters of acceptance has to be paid within one working day of the respective acceptance.

1. **TAXES, DUTIES, LEVIES AND CHARGES**
   1. The purchaser shall pay all taxes, duties, levies and other statutory charges and the surcharges thereon, if any (Excise Duty and Sales Tax etc.) under any local laws.
   2. Provincial or Central statutes in force for the time being or enforced hereafter having its impact on the transaction will be to purchaser’s account and shall be deposited along with the cost of material.
   3. The rate of duty and taxes ruling on the date of actual removal of material shall be applicable.
   4. The tenderer should mention their ST Regn. No. and PAN No. in the Tender. Copy of current ITCC should be furnished along with the Tender.
   5. In case of purchase against Central Sales Tax, CST at concessional rate will be charged during invoicing against submission of C-Form. In case C-Form is not provided, amount considering maximum rate of CST will be charged and differential amount will be refunded after receipt of C-Form.
2. **DEFAULT IN PAYMENT**
   1. In case of default in payment within the time limits specified in the Special Terms and Conditions of the tender, the contract stands cancelled thereby forfeiting the security deposit and/or payment amount at the sole discretion of HPL.
   2. HPL reserves the rights to accept or not to accept payment of security deposit and/or payment for material beyond the specified time limit with or without penal charges @1% per week or part thereof on the due amount (without Taxes and Duties) for the period of delay.
3. **DEFAULT IN LIFTING**
   1. In case of default in lifting material by the purchaser within the time limit specified in the Special Terms and Conditions of the tender, the balance material may be delivered subject to payment of Ground Rent for the period of delay @ 3 % perweek or part thereof on the value of the undelivered stores (without Taxes and Duties).
   2. HPL reserves the rights to allow or not to allow the purchaser to lift the materials with or without the Ground Rent after the expiry of stipulated delivery period.
4. In the event of the material not being lifted by the purchaser in entirety the contract stands automatically cancelled and HPL will have the right to forfeiture of the SD amount.
5. **QUALITY & QUANTITY**
   1. The goods are offered purely on ‘AS IS WHERE IS’ basis. Pick and choose method of collection is strictly prohibited. No processing other that as may be required for convenient transportation will be permitted at the sole discretion of the Company.
   2. The tenderer should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection and quote accordingly. No complaint at a later stage will be entertained.
   3. In the event of actual quantity turning out to be less than the indicated quantity the contract will be short closed to the extent of quantity actually delivered and the purchaser shall not be entitled for collection of short delivered quantity.
   4. In the event of actual quantity turning out to be more than the indicated quantity, the Company reserves the right to award or not to award the excess quantity(above 20% upper limit tolerance) at the same rate as in contract
6. **LIFTING & COLLECTION**
   1. In the event of any accident causing any injury to any workmen engaged by the Purchaser(s) arising out of and in course of execution of the work under the contract, the Company shall stand indemnified by the purchaser towards any compensation as provided and in the manner prescribed under Workman’s Compensation Act, 1923.
   2. The purchaser shall be responsible for loading and transportation & shall follow the procedure of the Company with regard to entry of vehicle, follwing of safety procedures as advised by the company & regulation regarding issue of material in force at the time of taking delivery.
   3. All statutory requirements and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).
   4. The purchaser’s representatives, workers, lorry drivers and others will have to strictly observe the factory working hours and regulations, regarding the discipline and security whilst they are inside the Plant premises. Any violation of the regulation regarding discipline and security will lead to forfeiture of the payment amount and termination of contract by the Company at its discretion.
   5. The purchaser(s) must not indulge in any corrupt or unlawful practice while executing the Contract. If any such case is reported and established, the company will have full rights to forfeit the security deposit and/or Payment Money and cancel the contract.
   6. The purchaser(s) will be allowed to take delivery of the stores and their labourers will be allowed to work at the allotted site only from 8.30 hours to 11.45 hours and from 13-15 hours to 16-00 hours on all week days and 8.30 hours to 11.00 hours on Saturday. None shall be allowed to work or take delivery of materials on Sunday and Holidays declared by the Company. Besides obtaining necessary Licence from the Licensing Officer, all statutory requirements under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under should be strictly followed in respect of persons employed by the purchaser(s). All expenses incurred by the Company in providing the statutory amenities under the Contract Labour (Regulation & Abolition) Act, 1970 shall be recovered by the Company from the purchaser under any other contract with the Company at any time whatsoever or as a debt payable by the purchaser to the Company.
7. **FORCE MAJEURE** :

The Company shall be relieved of all liabilities and obligations under the contract entered into when they are prevented, frustrated or impeded consequent upon any statutory rules, regulations or stipulations arising out of war, modification, strike, lock-out, Labour disturbances, riot, civil commotion, trade dispute, fire accident, natural disaster, acts of God or any circumstances beyond their control.

1. **SUBLETTING :**

When the fact of such parting assignment and/or subletting comes to light the tender/contract shall stand cancelled with the recourse to the company for forfeiting the security deposit.

1. **ARBITRATION**
   1. All disputes and difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or on the breach thereof shall be referred to Mr. Sundar Gopal Hazra, Sr Vice President, Head Operations, or his nominees who will act as the sole arbitrator.
   2. There will be no objection if the arbitrator, is an Officer of Haldia Petrochemicals Limited, or that he had to deal with the matters to which the contract relates or expressed his views on or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.
   3. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons or his award being set aside by the Court for any reasons, it shall be lawful for Mr. Sundar Gopal Hazra Sr Vice President, Head Operations , to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
   4. The Arbitrator may from time to time with the consent of the parties to the Contract enlarge the time for making the award.
   5. Subject as aforesaid the Arbitration and Conciliation Act 1996, and the Rules thereunder, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.
   6. The venue of the arbitration shall be at Haldia Petrochemicals Limited, Durgachak, Haldia or such other place the arbitrator at his discretion may determine.
2. **GENERAL**
   1. Conditional and/or combined offer(s) in tender shall be liable for rejection.
   2. Acceptance or rejection or deviation of tender terms and condition shall be finally decided by HPL.
   3. HPL reserves the right to withdraw from Sale of the material offered for Sale in full or part thereof without assigning any reason whatsoever. HPL also retains the option to cancel a deal even after issue of Sale Contract/Delivery Advice.
   4. HPL reserves the right to accept or reject the highest tender without assigning any reason and may sell the material to one or more than one tenderer as it may deem fit and no claim/complaint in this regard from the highest bidder will be entertained.
   5. In the event of any dispute with regard to Excise Duty/Sales Tax or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.
   6. Should the Purchaser happen to be relative of any employee of Haldia Petrochemicals Limited, he shall inform the Authority of the said fact while submitting his tender failing which his contract may be rescinded , if and when the fact consequently comes to light and he shall be liable to make good any loss or damages resulting from such rescission.
   7. Intending Tenderers may seek for any clarification before tendering, submission of offer. Submission of offer implies that the tenderer has obtained all the clarifications required.
   8. The tenderer must sign each and every page of the General Terms & Conditions, Special Terms and Conditions and schedules to the tender which form an integral part of the Tender.
   9. Unless otherwise specified the rates will be considered as basic rate without taxes and duties which will be extra as would be applicable on the date of delivery.
   10. In all cases the rates should be quoted both in words and figures. Any alteration and/or overwriting should be duly authenticated by the tenderer’s signature.
   11. The Company shall have the right to withdraw/cancel/issue amendments to the Tender documents to clarify amend, modify supplement or delete any of the condition/ clause stated in the Tender, for which tenderer shall not be entitled to claim any cost or expenses in connection with submission of offer.
   12. All kinds of legal proceedings in any matter arising out of the Contract shall be subject to the jurisdiction of the appropriate local court at Calcutta.

**DECLARATION BY THE TENDERER**

I/We have fully understood the above General Terms & Conditions of Tender as well as the Special Terms and Conditions attached with the Tender which are returned herewith duly signed by me/us in token of having accepted the same and I/We have made my/our offer keeping in view these Terms and Conditions.

Signature of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation of Tenderer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tendering Firm :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Tendering Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile No : -------------------------------------------

Tele-Fax No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GST. No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAN No.**  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exise Regn. No.** : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note :**

* 1. **Copy of PAN card, Exise Regn., Sales tax Regn No to be attached with the tender document**