

Tender No. : 16000221-HD-10157



Tender Published On : 23-Jan-2017 14:28

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	E-cat for HPCL Refineries	
Description	Biennial rate contract for Equilibrium Catalyst (E-CAT) for HPCL Mumbai and Visakhapatnam Refinery	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Item Wise	
Tender Due Date & Time	20-Feb-2017 13:30	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	23-Jan-2017 15:00	
Queries End Date & Time	17-Feb-2017 13:30	
Un Priced Bid Open Date & Time	20-Feb-2017 13:30	
Purchase Deptt.	PURCHASE DEPT-MUMBAI REFINERY	
Fax No.	25541054	
Office Address	HINDUSTAN PETROLEUM CORPORATION LTD , B D PATIL MARG , MAHUL , MUMBAI , 400074 , MH ,	
TF/EMD Drop Box Address	Refer NIT	
Tender Description	Biennial rate contract for Equilibrium Catalyst (E-CAT) for HPCL Mumbai and Visakhapatnam Refinery. For EMD detailed values refer NIT.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	760000.0

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 120 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.

In case bidder does not deviate from the standard offer validity in on line deviation form, bid's offer validity shall be considered as mentioned above.

In case a Revised priced bid is initiated for this tender, at a later date (eg Technical evaluation stage etc), it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised bids from the bidder within specified time period, the original bid submitted by the bidder shall not be considered for evaluation.

HPCL reserves the right to reveal the contents of the bid documents submitted by the vendor during the witness bid opening process as per prevailing policy of the corporation.

Please quote all the taxes, if applicable, only in percentage terms and not in Per unit(Amount) basis. The Per unit option is provided only to quote for extras like Loading charges, packing charges, TPI charges etc. In case, it is found that you have quoted taxes in amount basis, your bid may be liable for rejection.



Reverse Auction – Terms & Conditions and Procedure

HPCL proposes to conduct Reverse auction for the items or schedules or on overall basis as specified in the tender. Please go through the Terms & Conditions and Procedure given below and submit your acceptance to the same by signing and uploading this document along with unpriced bid.

Terms & Conditions

1. HPCL reserves the right to carryout 'Online Reverse Auction' with techno-commercially accepted bidders for determining the lowest bidder for the requirements mentioned in this tender enquiry. *Reverse auction shall be conducted only when there are **at least two or more "Techno-commercially" accepted vendors at Technical evaluation stage.***
2. Online reverse auction shall be conducted by HPCL on a specified date and time. The vendors shall be participating in the reverse auction from their own offices / place of their choice. Internet connectivity shall have to be ensured by the bidders themselves. *HPCL shall not be held responsible for local issues, such as loss of connectivity, Internet discontinuity, and discrepancy in browser which may result in non-display of latest bid in client PC.*
3. In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL's end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. *No such request shall be entertained beyond **one hour** of the RA closing time.* To provide equal opportunity, HPCL may decide to **extend the Reverse auction** at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.
4. HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
5. HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
6. In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall



commence from the last **saved decrement value** and shall be open for period of **original duration** from commencement.

7. Bidders have to confirm their willingness to participate in 'Online Reverse Auction' during their bid submission by ensuring compliance to the Terms & Conditions and Procedure specified herewith. Please note that non acceptance to participate in the Reverse Auction process will lead to rejection of the bid without any further evaluation.
8. HPCL will pre-decide the commercial loading, if any, on the basis of the taxes & duties quoted by the bidder, and loading on account of commercial deviations, if any. The loading factors shall be displayed in the portal prior to the date scheduled for Reverse Auction Event.
9. Bidders are requested to understand the impact of loading factors applied on their bids at the earliest, on getting intimation regarding same. In case of any objection to the applied loading factor same shall be brought to the notice of Purchase officer immediately. No further communication on this ground will be entertained after publishing of Reverse auction.
10. As part of Reverse Auction process, the Start Bid price(Benchmark) shall be specified by HPCL on Reverse Auction Portal, which shall be the lowest of the **price bids**, as submitted by the bidders on the e-procurement portal i.e. 'Bids opened for RA event' and HPCL's in-house **estimate**. **Please note that such priced bid opening shall be system driven and therefore bidder's identity vis-à-vis quoted price shall be confidential.**
11. In case of overall evaluation tenders or schedule wise evaluation tender, the Reverse auction shall be conducted on the bottom line, net delivered cost.
12. In case of tenders, which are evaluated on Schedule wise or Overall L1 basis, the individual item rates will **get reduced on pro-rated basis** as the decrements are effected during reverse auction event.
13. During the Reverse auction event, the **taxes** which are quoted in percentage basis will get **reduced proportionately** as the RA progresses. However, **Extras** like Loading charges/packing charges/TPI which are quoted in per unit basis (amount terms) **remains constant** as the decrements are effected.
14. Vendors shall ensure to quote the **statutory taxes only in percentage basis** and not in amount terms. In case of non-compliance to this clause, bids shall be liable for rejection.



15. System shall allow to conduct Reverse Auction on **multi-currency tender**/bidding. The exchange rate for converting the INR value to originally quoted currency (USD, EUR, GBP, JPY only) shall be the one which was prevailing on the **date of unpriced bid opening** in line with tender condition. In such cases the basic reverse Auction shall be carried out in INR currency only. However bidders having submitted bids in any of the four currencies – USD, EUR, GBP, JPY shall be able to view the basic rates (*in **original currency** basis conversion on the date of unpriced bid opening*) corresponding to contemplated decrement in the “**show**” screen. (*Vendors may first check impact of decrement on item rates in original currency before submission of decrement during RA*).
16. Reverse auction shall be held for a period of 60 minutes and shall be automatically extended by a further period of 5 minutes in case of receipt of any bid during the last 5 minutes of the auction period. This process shall continue until no bids are received in the last 5 minutes of the auction. Hence it may be noted that the reverse auction may continue beyond a period of 60 minutes. Thereafter reverse auction shall get automatically closed. This shall be an automated process.
17. Order may be placed on the lowest bidder, emerging out of the reverse auction process and HPCL’s decision on award of contract shall be final and binding on all the bidders.
18. HPCL reserves the right to further rationalize the prices with lowest bidder for reducing the price at any time before ordering.
19. HPCL reserves the right to cancel the reverse auction after event is scheduled but before actual event taking place or after the reverse auction has completed in case of failure or any other reason. The reasons for cancellation shall be conveyed to all vendors.
20. In cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor and wherein Reverse Auction was also part of tender, reasons for cancellation shall be conveyed to the L1 vendor.
21. During Reverse Auction Process, if no bids are received within the scheduled/rescheduled date & specified time of the reverse auction, HPCL at its discretion can scrap the reverse auction and proceed with the opening of the Electronic priced bids submitted by the bidders. In such case HPCL shall display the bidder’s identity and original rates.
22. The bid on the Reverse Auction Portal will be taken as an offer to sell. Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to sell the material/services at the final bid price, and as per the specifications mentioned in the tender. Should the bidder back out and not make the supplies as per the rates quoted or in case the material



supplied/services is not as per specifications mentioned in the tender, HPCL shall take appropriate action as per the terms & conditions mentioned in the tender.

23. At the end of the Reverse Auction, HPCL will decide the successful bidder, basis the evaluation criteria specified in the tender. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
24. HPCL shall not have any liability to bidders for any interruption or delay in access to the reverse auction portal irrespective of the cause.
25. The **participation of vendors in the tendering process** shall be construed as acceptance to the terms & conditions and procedure for the **reverse auction**. This compliance also shall be deemed as participation in Reverse auction.
26. In case a bidder agrees for reverse auction in the un-priced bid but withdraws acceptance any time after tender due date & time, the EMD of such bidder may be forfeited along with rejection of offer at the sole discretion of HPCL.
27. Once Auction is started, no communication from vendor shall be entertained unless it is of the nature of any serious issue in the Reverse Auction portal.
28. The yellow color back ground on RA page of the portal indicates that the due date and time of respective Reverse Auction is over. RA shall be concluded after standby period is over and auto generated mail is received by vendor.
29. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
30. The Bidder shall not divulge either his Bids or any other exclusive details of HPCL to any other party.
31. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
32. HPCL can decide to extend, reschedule or cancel any Auction. If any changes are made by HPCL after the first posting and the Bidder continues to access the site after the changes, it shall be presumed that the bidder has accepted the changes.
33. HPCL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



Reverse Auction Procedure

1. In case HPCL decides to conduct Reverse Auction, the qualified bidders would be communicated on the same thru E-mails about the date and time of the Reverse Auction event. The Reverse auction event shall be conducted in the HPCL e-tender portal under link "Reverse auction".
2. Reverse Auction shall be available to Bidder only after two factor authentication. Initially vendor will login to the site etender.hpcl.co.in with his Login Id and password. Thereafter they shall click on the "Reverse auction" link in the portal to view/participate in ongoing/upcoming reverse auctions.
3. Brief procedure to participate in RA:
 - I. Bidders may click on "Reverse Auction", followed by click on 'password' and Download the encrypted password.
 - II. Save the downloaded password and open Signing Utility, Select action as "Decrypt Reverse Auction Password".
 - III. Browse the downloaded file. Select appropriate certificate and click on Decrypt Password. Copy the password and paste in "Password" field and click on Reverse Auction.
4. HPCL will display Start Bid price i.e., **Bench Mark** price (which shall be the lowest of the price bids submitted by the bidders on the e-procurement portal i.e. 'Bids opened for RA event' and HPCL's in-house estimate), which shall be visible to all the vendors at the start of the Reverse Auction.
5. Identity of bidders never gets disclosed to anyone, during reverse auction process
6. HPCL shall specify the minimum amount/percentage by which the bidders can reduce their bids at a time on the Reverse Auction Portal. This amount is referred as the 'bid decrement factor' and shall be specified by HPCL.
7. Bidders shall start bidding from this Bench Mark Price. The bidder can bid lower than the prevailing Lowest Bid at any time during the event by one decrement or multiples of the Bid decrement.
8. In case the "SUBMIT QUOTE" button is not enabled after a few seconds of clicking, vendors are urged to **Re-Login** to the page for viewing the latest **leading bid** and submit fresh quotes. *The process takes less than a few seconds.*



9. The bidder shall be able to view the following values on his screen along with the other necessary fields in the Reverse Auction:

- Item-wise Leading Bid in the Auction (Delivered Cost)
- Bid Placed by bidder (Delivered Cost)
- Bid value contemplated by bidder before submission(Delivered Cost)

33.9.1. Bidder can reduce his bid repeatedly during the auction period

10. Bidders shall be provided information on item wise pro-rated reduction in the rates, for guidance.
11. The **confirmed bid** submitted by vendor during the RA process shall always reflect in the “**Previous Bid**” field only (red font). The field “**Current bid**” shall display the contemplated bid value and “**Leading Bid**” shall show the current lowest bid value as submitted by any of the vendors.
12. The Closing Price(s) offered by the bidders at the conclusion of the Reverse Auction shall be valid for a minimum period of 30 days or as mentioned in tender, from the date of conclusion of the Reverse Auction.
13. After the Reverse auction is over successfully and closed by purchase officer, vendor can witness the lowest rate submitted by other vendors in “Witness bid opening” link.
14. In case of Item-wise evaluation tenders, any or all items may undergo Reverse Auction separately at the discretion of HPCL.
15. In case of Schedule-wise evaluation tenders, any or all schedules may undergo Reverse Auction separately at the discretion of HPCL.
16. In case of **SOR type tenders**, where vendor has quoted a single percentage plus or minus against the offered rate, the decrement shall be applicable on the **bench mark value on base of 100** (i.e. it could be 107 in case of plus 7% or 94 in case of minus 6 percent). This value shall be delivered cost i.e. inclusive of taxes and loading factor.
17. HPCL reserves right to conduct single reverse auction for multiple items with separate decrement option.
18. Vendor shall have option to participate in multiple reverse auction if it is scheduled at the same time.



19. Successful vendor shall be required to submit the final prices digitally signed and uploaded as token of acceptance without any new condition other than those already agreed to before start of auction.
20. Vendors may seek telephonic guidance before or during the Reverse auction process from Helpdesk support at **022-4114666**, between **8.00 AM to 8.00 PM** on any working day, except Sundays and Public holiday.



Line Details Of Tender				
Srl. No.	Line Description	UOM	Quantity	Mandatory
Visakh Refinery			Manadatory: No	
1	E-CAT for Visakh Refinery	Metric Ton	300	No
Mumbai Refinery			Manadatory: No	
1	E-CAT for Mumbai Refinery	Metric Ton	800	No
DESCRIPTION => : Long Description: ECAT SPECIFICATION DETAILS PROPERTIES HPCL SPEC MAT (ASTM), wt% >= 68CRC wt% <0.2Pore Volume, cc/gm To be reported Apparent Bulk Density, gm/cc To be reported Total Surface Area, m2/gm To be reported Chemical Analysis, Al2O3 content(wt%) To be reported Ni, ppm <1000V, ppm <1000Na2O ppm To be reported Rare Earth, wt% 0.8-1.2Fe, wt% To be reported Pt, ppm To be reported Sb, ppm To be reported APS, wt% 75-950-20 microns 2 max0-40 microns 5 to 15 0-80 microns 45 maxZSM-5 content To be reported Si/Al content To be reported Copper content To be reportedItem specifications				

**E Tender Attachments**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Important instructions	1. Important Etender instructions.pdf	-	No
2	Temporary vendor registration manual	2. Temporary Vendor registration manual.pdf	-	No
3	Tips for Bid submission	3. Tips for successful bid submission.pdf	-	No
4	Vendor bidding module	4. Vendor Bidding module step by step NEW.pdf	-	No
5	EMD Online Payment	5. EMD Through Online payment mode.pdf	-	No
6	HPCL ETender Usage Agreement	6. HPCL ETender Usage Agreement.pdf	-	No

Please note that this is an ePublic/Global Tender. Please log in at site <https://etender.hpcl.co.in> and respond to the tender. For submitting on line response Digital Certificate / Signatures (Class II/ Class III) shall be mandatory. For already existing vendors, in case you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eProc system. Please refer to help link after logging in, in case you are new to e-Tender.

In case of any issue in logging into the site or any issue in Uploading certificate/Bid preparation/Bid submission you may call on this Telephone No - 022-41146666. The help-desk services shall be available from Monday to Saturday, between 10.00AM to 6.00PM only, except Public holidays. In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.

Please take note of the following points for a quick and hassle free bid preparation and submission:

1. If you are logging in for the first time, please upload your digital certificate (public key) through the link "Digital certificate" in the left side.(The digital certificate should have "Non repudiation" attribute). The concerned Purchase officer will validate the same, after which the message in link shall read as "Existing Signing Digital Certificate Expires on:" Only after this message you can submit bid successfully. (This is a onetime activity till certificate expiry).
2. Please see Latest vendor bidding guide by clicking on Tender Bid Type Three Bid Two Bid Single Bid for guidance on the current bidding process
3. For help on any specific topic, like 'how to raise query" etc, please click on the help link and select the appropriate topic for a step by step procedure on same.
4. Please note that, you can submit more than one bid against a tender. However, only the latest successful bid shall be considered for evaluation.
5. Please download and install the PDF signing utility (J SignPDF) from the "Utilities" link, which can be used to signing tender document prior to submission of same. Please note that your digital certificate should be uploaded/existing in your browser to enable Jsign pdf in signing documents.
6. Please ensure to use Internet Explorer 7 or above to open and work on this application.
7. Please download &install the program JDK 1.6 from the utilities link, if not already installed for this application to work properly.
8. Please note that opening of bids can be witnessed through the menu "Witness bid opening" after the un-priced/priced bid opening date has passed.
9. Disclaimers:
 - a. It shall be incumbent upon the vendor to upload the digital signature of the authorized signatory only in the E procurement module. In case the employee who is authorized signatory leaves the organization then the vendor shall immediately inform HPCL regarding same and arrange to replace the digital signature in portal with that of the new employee who is the current authorized signatory. In case the ex-employee of the vendor logs in with his old password and submits a bid digitally signed by him, then the onus for honoring the bid shall squarely lie with the vendor and HPCL shall not be held responsible for any such acts of omission or commission.
 - b. If more than one offer is submitted by vendor before due date, only the last offer submitted will be considered. This shall be total and complete bid and no reference shall be made to earlier offers submitted, as only final offer submitted will be considered in Toto.
 - c. In case the bidder is required to upload document from his side in any of the sections, the document shall only be a PDF document. The application does not allow upload of any other type of document and in case document other than pdf is uploaded HPCL shall not be held responsible for non-submission/acceptance of such document. Also pdf's which are password protected or with restricted rights shall not be uploaded.
 - d. The saved files are not received in our server (as they are locally saved in your desktop/laptop) and as such the saved files do not constitute as submission of bids.
 - e. Bidders are advised to prepare and submit bid well in advance as during the peak time (near due date/ time), there may be various constraints like network band width, connection speed available at bidder's machine etc besides HPCL server being slow. HPCL shall not be held responsible for inability to submit bid within time, due to such reason.
 - f. Bidder shall ensure to sign the bid document with the same signature as is uploaded and validated by HPCL. Bid signed with any other signature shall not be allowed for submission.

g. A bid shall be construed as successfully submitted only after a confirmation to that effect is displayed by our server along with the File hash for each of the bids eg Technical bid and Priced bid etc. Bidders are advised to print and record the acknowledgement after bid submission and this shall be the only reference in case of dispute at a later stage.

h. Please note that this is an online tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. No other mode of submission (hard copies in the form of fax, submission by hand etc. or email submission etc.) shall be accepted. The Server Date Time as appearing on the HPCL website (<https://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders.

i. Bidders shall ensure compliance of the following while bidding:

Please ensure to specify the following under the Prepare Technical Response Deviation Form Heading:

(a) In case of NIL Deviation, kindly ensure to specify NIL.

(b) In case of any deviation(s), the same is to be entered in the table provided.

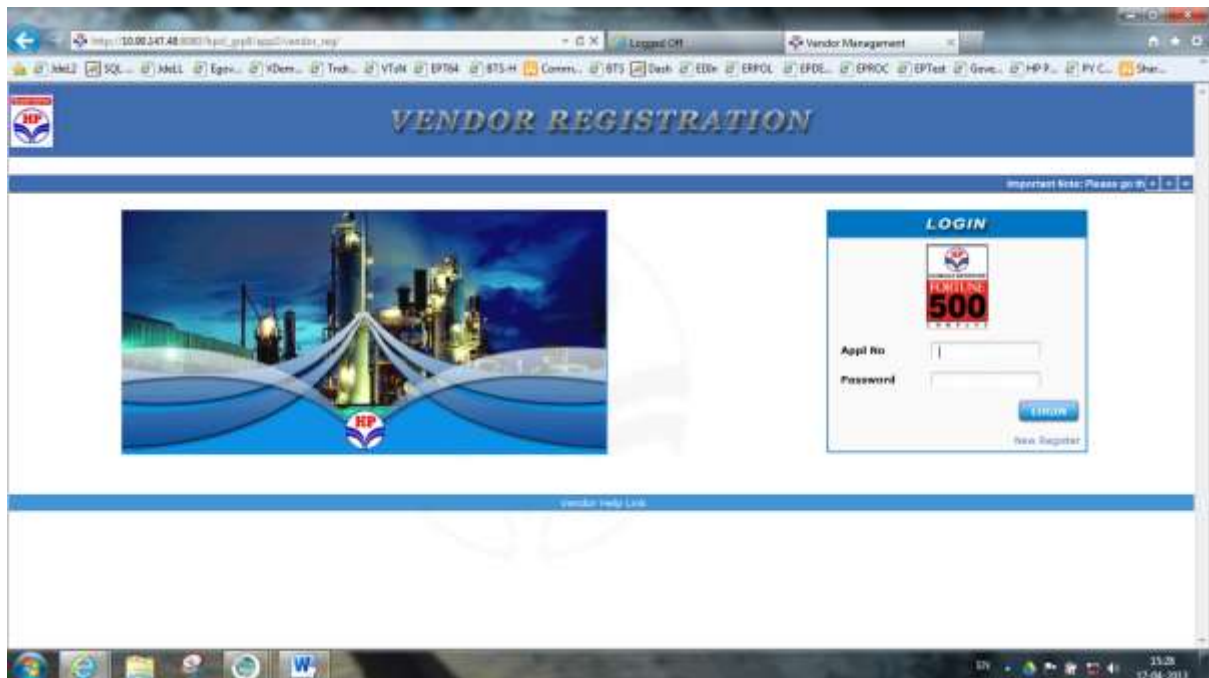
(NOTE: In case Deviation Form is left blank, the next step cannot be initiated)

Temporary Vendor registration manual

Please login to the site <https://etender.hpcl.co.in> and click on the link **New Users Click here for temporary registration.**



Now you will be taken to the Vendor registration page. Pl click on “New register”.



Now a form will appear which has to be filled up and submitted.

VENDOR REGISTRATION

Company Name* (As Printed in Charter/DD)

Abbreviated Company Name*

Year Of Establishment*

Type Of Registration*
☒ Temporary Registration for quoting Public Tenders
☐ Permanent Vendor Registration

Status*

Password*

Confirm Password*

PANNO*

Organization Type
 Type of Organization*

Whether Small scale Industry
☐ YES ☒ NO

[If yes, please provide the following information :](#)

NSIC Regn. No.

Validity of NSIC registration

Next a confirmation message will be displayed on screen and a auto email will be triggered to the mail Id provided above.

Open the mail and click on the confirmation link. Once a link has been made with our server, the password entered will get activated.

Now you can login to the site <https://etender.hpcl.co.in> and click on “Temporary registered user”. Thereafter, please enter your registered email Id and password as created by you to access the eproc site and submit bids.

Tips for successful bid submission in the HPCL e-Procurement platform

Thank you, for your interest in bidding for HPCL tender in the E-procurement platform. It

is designed to ensure security and confidentiality of bids till bid opening and provide transparency after bid opening.

There have been few instances of vendors are not being able to submit their bids for various reasons. Based on our experience, we have compiled a list of all probable reasons due to which either vendors miss out on submitting their precious bid or end up submitting defective bids. Needless to mention, the most likely reason is attempting bid generation in the last hour.

Thus it is recommended to start the Bid Preparation process well in advance.

We hope this set of handy tips will help you avoid the usual pitfalls at initial stage and submit a perfect bid smoothly in the platform.

Tip 1:



Ensure to keep System ready in advance

For 1st time users, ensure the below points are taken care

- ✓ Class IIB or Class IIIB digital certificate issued on organization, is in hand.
- ✓ Download Signing Utility for Signing and encryption, from “Utility” tab.
- ✓ Install latest JAVA in local machine.(Mostly pre-installed in all Windows PC).
- ✓ Install Drivers for e-token

Tip 2:



Internet Explorer browser 7 or above – Compatibility mode

- ✓ Remember to work with only **Internet explorer 7** or above browser. Preferably, keep browser in compatibility mode. (IE>>Settings>>Compatibility view settings).
- ✓ DO NOT access site in Google Chrome/Mozilla Firefox or Safari, to avoid issues.

Tip 3:



Start the process in advance. Submit bids in advance, Rates can be revised later

- ✓ Upload the Digital Certificate and get it validated by HPCL in advance.

- ✓ DO NOT wait for DC validation, for initiating bid preparation. Generate Technical bid and priced bid file in advance.
- ✓ Keep the supporting document ready in PDF format only.
- ✓ Bids can be submitted once DC validation is completed.

Tip 4:

❖ **EMD submission: EMD should reach to HPCL prior Tender due date.**

- ✓ Submit EMD well in advance through online (Net banking) or by way of Demand draft/ Bank Guarantee.
- ✓ While uploading EMD Exemption Certificate (for MSME vendors etc), browse only signed pdf of Exemption certificate.
- ✓ Use online EMD payment option, for faster EMD submission, and EMD refunds.

Tip 5:

❖ **Enter Taxes and Extras in proper format.**

- ✓ Enter taxes ONLY in **percentage** terms and never in “Per Unit” basis.
- ✓ Define various tax elements in **proper sequence** for correct calculation of delivered cost.
- ✓ Only **Extras** like Freight, third party Inspection etc., may be entered in **Per unit** basis.
- ✓ Check total **Derived cost** on screen and in Priced Bid Pdf, before bid submission

Tip 6:

❖ **Simply generate the Technical bid pdf / Price bid pdf. Digitally sign & encrypt. Keep Signed file for records and “encrypted” file for submission.**

- ✓ DO NOT browse signed PDF while filling responses.
- ✓ It is NOT required to take a print of the Tender Document.
- ✓ It is NOT required to physically sign on all pages of the tender file.
- ✓ It is NOT required to scan the signed tender document and upload the same.
- ✓ DO NOT quote zero rate, in case you do not want to quote for optional items.

Tip 7:

❖ **Save the work by working on Tab - “Work without attaching doc”. Esp., in tender having more than 50 items.**

- ✓ Option for saving work is available only in “Work without attaching doc” tab.

- ✓ Enter all the necessary technical responses in the form provided and click on “Save work on local machine” button for saving the “XML” file.
- ✓ Browse the latest “XML” file only while working on “Update Values from local computer” option.
- ✓ Note: During this process any data entered does not get captured in the server.

Tip 8:

❖ **Always keep “Latest bid” for records.**

- ✓ Technical bid pdf and priced bid pdf can be generated any number of times. Bid may be submitted any number of times.
- ✓ Always remember System will allow Bid submission only for the latest generated document.
- ✓ If bid submitted for more than one time, only latest bid will be considered for evaluation purpose by the system.

Tip 9:

❖ **“REGRET” option for Bid withdrawal.**

- ✓ Option for bid withdrawal is available till tender due date even when the bid is already submitted/ is in preparation stage.
- ✓ Though “regret” is submitted, Bid submission option is available till tender due date.
- ✓ “Regret” will be considered as *submitted response* against the tender.

Tip 10:

❖ **Size of the bid must be less than 45 MB**

- ✓ Keeping bid size small will help in faster Bid submission.
- ✓ The current session out time is 20 minutes. *Must Save work before 20 minutes.*
- ✓ To keep the size of the bid document small,
 - Scan the documents in low resolution, preferably 150-200 dpi where the data should be legible.
 - Scan in grayscale and not in color to reduce file size.
 - For large drawings, scan files in jpeg format and later covert same to pdf format.

Tip 11:

❖ **Raise online “Query” for any technical clarification regarding Tender.**

- ✓ Every tender has query start date and query end date (specified in the first page of the tender document). Query can be raised within this range only.
- ✓ So starting bid preparation in advance will facilitate to raise query and get reply within time.

Tip 12:



Generate password in advance for Reverse auction event.

- ❓ To participate in Reverse Auction event, work only on RA link, as below <https://etender.hpcl.co.in/eProcRA/VendorLoginInput.action>
- ✓ Follow the steps given on RA page for password generation.
- ✓ Password generation for RA to be done only with HPCL's "Signing Utility".
- ✓ **Generate password well in advance**

Tip 13:



HPCL E-Procurement Helpline No: 022 41146666

- ❓ For any technical queries related to operation of the portal, send mail to eprochelpdesk@mail.hpcl.co.in OR call us at **022-41146666**.
- ✓ The helpdesk support is available 6 days a week from **8 AM to 8 PM** (except public holidays).
- ✓ Must seek help at least two to three days (min) in advance, to avoid last minute disappointment.

Supplementary Section on Bid Submission

The two broad classification of tenders for generating bid document, be it "Pre-qualification bid" or "Technical/ Priced bid are as follows:

1. Low value tender having 20-50 items and limited uploads/questions

For Low value tender, "No of items" where rate is to be entered is very limited and there are less no. of questions, vendors can directly work on Prepare tender >> Generate Technical and Priced bid >> Attach document and generate envelope.

Bid generation and submission

Go to Generate Technical and Priced bid >> Attach Document and Generate envelope.

- a. Fill responses, upload documents (pdf only), give Prices and Taxes etc and click on “Generate technical bid”, followed by “Generate Priced bid”.
- b. Save Technical Bid Envelope and Price bid envelope in local machine.
- c. Check the bid documents for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.
- d. No provision will be available for saving the work in this option. So for Bid resubmission/any other modification, responses/forms/rates etc have to be entered for all items again.
- e. **Keep “signed” file for records and “encrypted” file for submission**

While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.

2. **Moderate to high value tender having more than 50 items and other uploads**

For moderate to high value tenders (having more than 50 items), the method mentioned above can be risky as there is no option to save interim work. Further the session out time for application is 20 minutes, which means if “generate bid” button is not clicked within 20 minutes of landing in the page the work done will be lost.

The method for “**Saving work**” is as below:

- a. Click on Prepare tender >> Generate Technical and Priced bid >> “Work without attaching document”. Here enter the rates/ responses etc, except for uploading the documents. Once adequate entries are made click on the tab “Save work on local computer”, show the path and save the file in local machine.
- b. Now click on “Update Values from Local Computer” and show path of the saved file. The rates and responses will get populated till the previous work done.
- c. The saved values can be edited and Rates/response can be filled up for balance items/sections. Again save the work. **Work can be saved as many times as required.**
- d. While updating values from local computer, always browse only latest generated saved work file.

Bid generation and Submission

- a. Once all the rates/responses are finalized, click on the tab “Generate Technical and Priced bid envelope >> Attach doc and generate envelope.
- b. Click on the tab at the bottom of screen “Update value from local computer”.
Remember to upload only the latest generated files.

- c. On uploading “save work” file, all the item rates/ responses will be populated against appropriate section. Also in the same page, browse the documents (pdf only) to be uploaded if any.
- d. After checking entered rates/ response sheet and uploaded supporting documents, click on “Generate technical bid envelope” followed by “Generate Priced bid envelope”.
- e. Save the PDF files of technical and price bid envelope.
- f. Check the pdf document for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.

Keep “signed” file for records and “encrypted” file for submission.

एचपीसीएल ई-प्रोक्योरमेंट मंच में सफल निविदा(बोली) प्रस्तुतिकरण करने हेतु निर्देश

ई-प्रोक्योरमेंट मंच पर एचपीसीएल निविदा के लिए बोली लगाने में आपकी रुचि के लिए **धन्यवाद** यह सुरक्षा और बोली खोलने तक बोलियों की गोपनीयता सुनिश्चित करने और बोली खुलने के बाद पारदर्शिता प्रदान करने के लिए बनाया गया है।

विभिन्न कारणों से कुछ विक्रेता अपनी बोली प्रस्तुत करने में सक्षम नहीं रहे हैं। हमारे अनुभव के आधार पर हमने सभी संभावित कारणों की एक सूची तैयार की है जिसकी वजह से या तो विक्रेताओं को अपनी बोली जमा करने से वंचित रहना पड़ा या दोषपूर्ण बोली प्रस्तुत कर सके। इस बात में कोई अतिशयोक्ति नहीं है कि, सर्वाधिक संभावित कारण अंतिम एक घंटे में बोली प्रस्तुत करना रहा है।

अतः यह निर्देशित किया जाता है कि उचित समय रहते ही बोली प्रस्तुत करने की प्रक्रिया आरंभ कर दें।

हम आशा करते हैं कि यह निर्देश सुंची आपके लिए उपयोगी सिद्ध होगी जिसकी मदद से आप निविदा के प्रारंभिक चरण में सामान्य नुकसान से बचने और मंच में सुचारु रूप से एक आदर्श बोली प्रस्तुत करने में सफल रहेंगे।

निर्देश 1: सुनिश्चित करें की सिस्टम(कम्प्यूटर) निविदा हेतु तैयार हैं

- पहली बार उपयोगकर्ता निम्न बिन्दुओं को सुनिश्चित कर ले।
- क्लास IIB या क्लास IIIB संगठन को जारी डिजिटल प्रमाण पत्र हाथ में रखे।
- "Utility" टैब से हस्ताक्षर और एन्क्रिप्शन के लिए हस्ताक्षर उपयोगिता डाउनलोड कर ले,
- नवीनतम जावा इन्स्टाल कर ले (ज्यादातर सभी विंडोज पीसी में पूर्व स्थापित),
- ई-टोकन के लिए ड्राइवर इन्स्टाल करें।

निर्देश 2: इंटरनेट एक्सप्लोरर ब्राउज़र 7 या उच्चतर ब्राउज़र - Compatibility mode

- केवल इंटरनेट एक्सप्लोरर 7 या उच्चतर ब्राउज़र ही काम करें। बेहतर होगा ब्राउज़र को Compatibility mode में रखे। (IE>>Settings>>Compatibility view settings)
- अवांछनीय दिक्कतों से निजात हेतु Google Chrome/Mozilla Firefox or Safari का प्रयोग से बचे।

निर्देश 3: अग्रिम में प्रक्रिया शुरू करें। अग्रिम में बोली प्रस्तुत करें, दरें बाद में संशोधित कि जा सकती हैं

- डिजिटल प्रमाण पत्र अपलोड करें और इसे अग्रिम रूप से एचपीसीएल द्वारा मान्य करा ले।
- डीसी सत्यापन के लिए इंतजार न करें, बोली तैयारी शुरू करने के लिए अग्रिम रूप से तकनीकी-बोली और कीमत-बोली फ़ाइल उत्पन्न कर ले।
- समर्थन दस्तावेज पीडीएफ प्रारूप में ही तैयार रखें।

- एक बार डीसी सत्यापन पूर्ण होने के उपरान्त बोलियां प्रस्तुत की जा सकती हैं ।

निर्देश 4: EMD प्रस्तुतीकरण: ईएमडी एचपीसीएल में निविदा की देय तिथि से पहले तक पहुँचने चाहिये

- अग्रिम रूप से ईएमडी ऑनलाइन (नेट बैंकिंग के माध्यम से) या डिमांड ड्राफ्ट / बैंक गारंटी के माध्यम से जमा करें।
- ईएमडी छूट प्रमाणपत्र अपलोड करते समय (एमएसएमई विक्रेताओं आदि के लिए), छूट प्रमाण पत्र की हस्ताक्षरित पीडीएफ ही ब्राउज़ करें।
- शीघ्र ईएमडी प्रस्तुत करने के लिए और ईएमडी रिफंड के लिए ऑनलाइन ईएमडी भुगतान विकल्प का प्रयोग करें।

निर्देश 5: कर एवं अतिरिक्त उचित प्रारूप में दर्ज करें ।

- कर केवल प्रतिशत के संदर्भ में लिखें, "प्रति इकाई" के आधार पीआर नहीं ।
- विभिन्न कर तत्वों को डिलीवर लागत की सही गणना के लिए उचित क्रम में परिभाषित करें।
- केवल फ्रेट, तृतीय पक्ष निरीक्षण(टीपीआई) आदि जैसे अतिरिक्त व्यय प्रति इकाई आधार में भरे जा सकते हैं।
- बोली जमा करने से पहले कीमत की स्क्रीन पर और बोली-पीडीएफ में जाँच करें ।

निर्देश 6: सीधे तकनीकी बोली पीडीएफ / मूल्य बोली पीडीएफ उत्पन्न(generate) करें हैं। डिजिटल हस्ताक्षर और एन्क्रिप्ट करें ।

रिकॉर्ड के लिए हस्ताक्षरित फ़ाइल और प्रस्तुत करने के लिए "एन्क्रिप्टेड" फ़ाइल रखें

- प्रतिक्रियाएं भरते समय हस्ताक्षरित पीडीएफ ब्राउज़ नहीं करें ।
- निविदा दस्तावेज का प्रिंट लेने की आवश्यकता नहीं है ।
- व्यक्तिगत रूप से निविदा फ़ाइल के सभी पृष्ठों पर हस्ताक्षर करने की आवश्यकता नहीं है ।
- हस्ताक्षर किए निविदा दस्तावेज स्कैन और अपलोड करने की आवश्यकता नहीं है ।
- यदि आप वैकल्पिक आइटम के लिए बोली नहीं करना चाहते हैं तो शून्य कीमत बोली में नहीं भरें हैं ।

निर्देश 7: "दस्तावेज़ संलग्न किये बिना काम हेतु" - वर्किंग टैब पर काम करके सेव करें। विशेषकर उस निविदा में जिसमें 50 से अधिक आइटम हो ।

- काम को सेव करने का विकल्प "दस्तावेज़ संलग्न किये बिना काम हेतु" टैब में ही उपलब्ध है ।
- दिए गए प्रपत्र में सभी आवश्यक तकनीकी प्रतिक्रियाएं दर्ज करें और "XML" file सेव करने के लिए "Save work on local machine" पर क्लिक करें ।
- "Update Values from local computer" विकल्प पर काम करते समय केवल नवीनतम "एक्सएमएल" फ़ाइल ब्राउज़ करें ।
- नोट: इस प्रक्रिया के दौरान कोई भी दर्ज किया डेटा सर्वर में capture नहीं होता है ।

निर्देश 8: हमेशा रिकॉर्ड के लिए "नवीनतम बोली" रखें ।

- तकनीकी बोली पीडीएफ और कीमत बोली पीडीएफ कितनी भी बार उत्पन्न कि जा सकती है। बोली कितनी भी बार प्रस्तुत किया जा जा सकती है।
- हमेशा याद रखे की प्रणाली(सिस्टम) केवल नवीनतम उत्पन्न दस्तावेज के लिए बोली जमा करने की अनुमति देगा ।
- यदि बोली एक से अधिक बार प्रस्तुत करते हैं, तो केवल नवीनतम बोली पर ही मूल्यांकन प्रयोजन के लिए विचार किया जाएगा ।

निर्देश 9: बोली वापसी के लिए "Regrate" विकल्प

- जब बोली पहले से ही प्रस्तुत की है तब भी निविदा की देय तिथि तक बोली वापसी के लिए विकल्प उपलब्ध है ।
- हालांकि "Regrate" प्रस्तुत(submit) को चुनने पर भी बोली प्रस्तुत करने का विकल्प निविदा की देय तिथि तक उपलब्ध है ।
- "Regrate" निविदा के खिलाफ प्रस्तुत प्रतिक्रिया के रूप में विचार किया जाएगा ।

निर्देश 10: बोली का साइज(SIZE) 45 एमबी से कम होना चाहिए

- बोली साइज छोटा रखने से तेजी से बोली प्रस्तुत करने में मदद मिलेगी ।
- वर्तमान सेशन समय सीमा 20 मिनट है अतः 20 मिनट पहले काम को सेव करें ।
- बोली दस्तावेज छोटे आकार के रखने के लिए :
- दस्तावेजों को कम रीजोलुशन में स्कैन करें, 150-200 डीपीआई बेहतर रहेगा ।
- स्कैन आकार को कम करने के लिए grayscale स्कैन करें, रंगीन फाइल स्कैन नहीं करें ।
- बड़ी ड्राइंग्स, जेपीईजी प्रारूप में फाइल स्कैन करें और बाद में इसे पीडीएफ प्रारूप में बदले ।

निर्देश 11: किसी भी तकनीकी स्पष्टीकरण के संबंध में ऑनलाइन निविदा में "प्रश्न" करें ।

- प्रत्येक ऑनलाइन निविदा में "प्रश्न" निविदा आरंभ तिथि और अंत की तारीख (निविदा दस्तावेज के प्रथम पृष्ठ में निर्दिष्ट), इस सीमा के भीतर ही किये जा सकते हैं ।
- समय रहते पहले से बोली तैयारी करने से प्रश्न करने और समय के भीतर जवाब पाने में सुविधा होगी ।

निर्देश 12: रिवर्स नीलामी के लिए अग्रिम में पासवर्ड जनरेट कर ले ।

- रिवर्स नीलामी में भाग लेने के लिए, नीचे दिये आरए लिंक पर ही काम करें :
- <https://etender.hpcl.co.in/eProcRA/VendorLoginInput.action>
- पासवर्ड के लिए आरए पेज पर दिए गए चरणों का पालन करें ।
- आरए के लिए पासवर्ड केवल एचपीसीएल की "Signing Utility" के साथ ही उत्पन्न किया जा सकते हैं ।
- अग्रिम में ही पासवर्ड जनरेट कर ले ।

निर्देश 13: एचपीसीएल ई-प्रोक्योरमेंट सहायता दूरभाष नंबर : 022 41146666

- पोर्टल के संचालन से संबंधित किसी भी तकनीकी प्रश्नों के लिए, हमें eprochelpdesk@mail.hpcl.co.in पर मेल करें या 022-41146666 पर फोन करें ।
- हेल्पडेस्क समर्थन प्रातः 8 बजे से सायं 8 बजे तक (सार्वजनिक छुट्टियों को छोड़कर 6 दिन उपलब्ध है)
- अंतिम मिनट निराशा से बचने के लिए अग्रिम में कम से कम दो से तीन दिन पूर्व मदद लेनी चाहिए ।

Supplementary Section on Bid Submission

बोली दस्तावेज पैदा करने के लिए निविदाओं के दो व्यापक वर्गीकरण, यह "प्री-क्वालिफिकेशन बिड" या "तकनीकी / कीमत बोली" इस प्रकार हैं:

1. कम मूल्य निविदा जिसमें 20-50 वस्तुओं और सीमित अपलोड / सवाल हो

कम मूल्य निविदा के लिए है, जहां आइटम/ वस्तुओं की संख्या सीमित हो जहां दर में प्रवेश किया जा रहा है और सवालों की संख्या भी भूत सीमित हो , विक्रेता सीधे निविदा तैयार पर काम कर सकते हैं । >> Generate Technical and Priced bid >> Attach document and generate envelope.

बोली जनरेशन और प्रस्तुतीकरण

तकनीकी और कीमत बोली उत्पन्न करने के लिए जायें >> दस्तावेज संलग्न करें और लिफाफा उत्पन्न करें ।

प्रतिक्रियायें भरें, दस्तावेजों को अपलोड करें (पीडीएफ केवल), कीमतों और करों आदि देने के लिए "Generate technical bid", followed by "Generate Priced bid" पर क्लिक करें।

क) तकनीकी बोली लिफाफा और मूल्य बोली लिफाफा स्थानीय मशीन में सेव करें ।

ख) त्रुटि के लिए बोली दस्तावेजों की जाँच करें । अगर ठीक पाया गया है तो डिजिटली हस्ताक्षरित और फ़ाइल "Signing cum encryption" को utility सुविधा का उपयोग कर एन्क्रिप्टेड करें ।

ग) इस सेक्शन में काम को सेव करने का कोई विकल्प नहीं है । अतः बोली- resubmission / किसी भी अन्य संशोधन, प्रतिक्रियाओं / फार्म / दरों आदि के लिए फिर से सभी आइटम्स के लिए प्रवेश करना होगा ।

घ) रिकॉर्ड के लिए "हस्ताक्षरित फ़ाइल" और प्रस्तुत करने के लिए "एन्क्रिप्टेड फ़ाइल" रखें/ हालांकि यह पद्धति बोलियों जनरेशन के लिए बहुत तेज है, अगर पुनः इसे करने की ज़रूरत पड़ी तो फिर से इसमें पूरे प्रयास की आवश्यकता है।

2. मध्यम से उच्च मूल्य के टेंडर जिनमें 50 से अधिक आइटम और अन्य अपलोड हो

मध्यम से उच्च मूल्य निविदाओं(50 से अधिक आइटम) के लिए ऊपर उल्लेखित तरीका खतरनाक हो सकता है क्योंकि वहाँ अंतरिम काम को सेव करने के लिए कोई विकल्प नहीं है।

इसके अलावा आवेदन के लिए समय सीमा सत्र 20 मिनट हैं, जिसका मतलब है कि अगर "बोली उत्पन्न" बटन 20 मिनट के भीतर नहीं दबाया गया तो किया गया कार्य व्यर्थ चला जाएगा।

"काम को सेव" करने के लिए विधि निम्नलिखित है:

क) Prepare tender >> Generate Technical and Priced bid >> "Work without attaching document" पर क्लिक करें। यहाँ दरों / प्रतिक्रियाओं आदि, दस्तावेज अपलोड को छोड़कर दर्ज करें। एक बार जब पर्याप्त प्रविष्टियों भर जाये टैब "Save work on local computer" पर क्लिक करें और स्थानीय मशीन में फ़ाइल सहेजें।

ख) अब "Update Values from Local Computer" पर क्लिक करें और सहेजी गई फ़ाइल की राह दिखायें। The rates and responses will get populated till the previous work done.

ग) सेव मूल्यों संपादित(बदलाव) किया जा सकता है और दरें / प्रतिक्रिया शेष बचे आइटम / वर्गों के लिए भरे जा सकते हैं। फिर से कार्य को सेव करें। जितनी बार भी आवश्यकता हो काम को सेव जा सकता है।

घ) स्थानीय कंप्यूटर से मूल्यों को अपडेट करते समय, हमेशा नवीनतम उत्पन्न सेव कार्य फ़ाइल ही ब्राउज़ सारें।

बोली जनरेशन और प्रस्तुतीकरण

क) एक बार सभी दरों / प्रतिक्रियाओं को अंतिम रूप देने पर, टैब "Generate Technical and Priced bid envelope Attach doc and generate envelope" पर क्लिक करें।

ख) स्क्रीन के नीचे टैब "Update value from local computer" पर क्लिक करें। याद रखें केवल नवीनतम उत्पन्न फ़ाइलों को अपलोड करनी हैं।

"save work" फ़ाइल अपलोड करने पर, सभी आइटम दरों / प्रतिक्रियाओं उचित अनुभाग के खिलाफ populate हो जाएगा। इसके अलावा एक ही पेज में, यदि कोई दस्तावेज (पीडीएफ केवल) हो तो अपलोड के लिए ब्राउज़ करें।

ग) दर्ज की गई दरों / प्रतिक्रिया की जाँच और दस्तावेजों अपलोड करने के बाद, "Generate technical bid envelope" followed by "Generate Priced bid envelope" पर क्लिक करें।

घ) तकनीकी और कीमत बोली लिफाफा की पीडीएफ फ़ाइलों को सेव करें।

ड) त्रुटि के लिए बोली दस्तावेजों की जाँच करें। अगर ठीक पाया गया है तो डिजिटली हस्ताक्षरित और फ़ाइल "Signing cum encryption" को utility सुविधा का उपयोग कर एन्क्रिप्टेड करें।

च) रिकॉर्ड के लिए "हस्ताक्षरित फ़ाइल" और प्रस्तुत करने के लिए "एन्क्रिप्टेड फ़ाइल" रखें।

Vendor Bidding module

In case a limited tender is published, email intimation goes out to all vendors attached to the tender. The email also intimates the **login Id(eg Vendor No) with which you are supposed to log into the system**. In case of Public tender, you may access site with the registered JDE vendor No or through temporary registration credentials. The password shall be the “**Bill tracking system**” password which you may already have or you may call up on helpdesk(022-4210011)/Purchase officer to obtain the same.(The password is delivered through a system generated mail directly to your email inbox).

Please type the URL <https://etender.hpcl.co.in> in the (**Internet Explorer 7 or above**) address bar and click “Enter”. Please note that application will not function properly in other browsers such as Chrome/Firefox/Safari etc.



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Enter Login Credentials

☒ Existing User ☐ Temporarily Registered User

User ID (8 Digit Supplier Code)

Password

[New Users Click here for temporary registration.](#)
[Click here for Bill Tracking](#)

[-Please view this link in Internet Explorer 7 or above.Best viewed in 1024*768](#)

-HelpDesk:In case of any issue in logging into the site or any issue in Uploading certificate/Bid preparation/Bid submission you may call on this Telephone No - 022-42100111. The help-desk services shall be available from Monday to Saturday, between 10.00AM to 6.00PM only, except Public holidays.
In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.

Public Tenders

TENDER NO	TENDER TITLE	DUE DATE
12000186-HD-10002	Tender to buy Ratul Sir	30-Apr-2013 15:00
13000007-HD-10002	Misc items for Sewree Terminal	31-May-2013 15:00
13000001-HD-11588	Test tender for Pkd Lube Trans	30-Jun-2013 15:00
12000118-HD-10002	JANITORIAL SERVICES-TERMINAL A	31-Dec-2022 15:00

On the above screen enter your 8 digit Vendor code and password as issued for “Bill Tracking system”. Alternately, click on “Temporary registered user”, enter your email Id and corresponding password as registered by you.

You can now see the Home screen with instruction and salient features of bidding module.



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CHOOSE TENDER

Currently Selected Tender :

SELECT	TENDER NO	TENDER DOCUMENT	TENDER TITLE	TENDER TYPE	TENDER DUE DATE	CURRENT ACTION
<input type="radio"/>	12000008-HB-11600	View	SOR UNDER INDORE	Limited	30-Jun-2013 12:02	WORKING
	12000060-HB-10002	View	SOR tender Anti-Friction	Limited	30-Apr-2013 15:00	BID REGRET
	12000118-HD-10002	View *C	JANITORIAL SERVICES-TERMINAL A	Public	31-Dec-2022 15:00	BID REGRET
<input type="radio"/>	12000186-HD-10002	View	Tender to buy Ratul Sir	Public	30-Apr-2013 15:00	WORKING
<input type="radio"/>	13000001-HD-11588	View	Test tender for Plkd Lube Trans	Public	30-Jun-2013 15:00	WORKING
	13000007-HD-10002	View	Misc items for Sewree Terminal	Public	31-May-2013 15:00	BID REGRET

NOTE - 1. *C represents latest corrigenda document for that tender
2. Total uploadable bids size is 40MB only.

Select Tender

Click on “Choose Tender” in the left hand pane. All tenders lying in the inbox will be visible. You may either click on “Bid” or “Regret” as the case may be. Please note that in case you click on “regret”, you will not be allowed to prepare bid or submit bid. However the “Bid” button will stay active and on clicking same you will be allowed to prepare and submit bid

Click on the radio button to select one of the tenders for working and then click on “Select Tender”. At any point of time, only one tender can be worked upon. Then click on “Prepare bid”.



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Generate Technical And Priced Bid Envelopes

Submit Bid

TENDER NUMBER : 13000001-HD-11588

LIST OF FILES		
FILE NAME	DOWNLOAD FILE	FILE HASH
CompleteTenderDocument	Click Here	8d9ffcbe19cb6877cb3125b700d362ae

Click on “Prepare Bid” in the left hand side, followed by “Tender Document” in the upper tab. This will provide the complete tender document in PDF format with the option to download the tender in PDF.



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Submit Bid

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Tender Number : 13000001-HD-11588

Vendor Code : 24011122 - SHRI GANPATI ELECTRONICS

*Choose type of payment to be made

Payment Details:

☐ Tender Fee
 ☒ EMD Details

Proceed

Tender Fee :Not Applicable

Note:In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

Next click on the upper tab “Payment”. Select the appropriate radio button and click on “Proceed to pay” for providing payment related information in the next screen.

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EMD BG/DD Details

Tender Number : 13000001-HD-11588

Vendor Code : 14011122- SHRI GANPATI ELECTRONICS

Doc	EMD Value	Currency
Tender EMD	350000	INR

Note: In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/ Demand Draft) details

<div style="margin-bottom: 5px;">EMD Exempted ? <input type="radio"/> Yes <input checked="" type="radio"/> No</div> <div style="margin-bottom: 5px;">BG/DD Amount: <input type="text"/> INR</div> <div style="margin-bottom: 5px;">BG/DD Date: <input type="text"/></div> <div style="margin-bottom: 5px;">BG/DD Drawn On: <input type="text"/></div>	<div style="margin-bottom: 5px;">Remarks: <input style="width: 100%;" type="text"/></div> <div style="margin-bottom: 5px;">BG/DD Number: <input type="text"/></div> <div style="margin-bottom: 5px;">BG/DD Expiry Date: <input type="text"/></div> <div style="margin-bottom: 5px;">BG/DD Payable At: <input type="text"/></div>
---	--

- EMD (original instrument: Bank Guarantee/ demand draft/ pay order) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date and time, in the tender box at the address mentioned in tender document. In case the EMD (original instrument) is not deposited in the tender box (at the address mentioned in the tender document) by tender due date and time, the offer of bidder shall be rejected.
- The EMD (bank guarantee as well as demand draft/pay order should be issued by any scheduled bank other than co-operative bank. EMD of amount up to Rs 50,000/- should be submitted through demand draft/ pay order only. The demand draft/ pay order should be payable at the place mentioned in the tender document.
- Public Sector Enterprises and Units registered with NSIC may also send the hard copy of EMD exemption document by post at the address mentioned in the tender document.
- HPCL or its consultant (consultant in case tender is floated by HPCL consultant on its behalf) shall not be responsible for any postal delays or non-receipt of EMD by tender due date and time, reasons whatsoever.
- While submitting the bid on-line, bidders would be required to upload the scanned copy of EMD exemption document (self declaration in case of Public Sector Enterprises OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same.
- Offer received without requisite EMD as explained above shall be rejected.

Save Details

After entering all details click on “Save details”.

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CLICK [+] TO EXPAND AND [-] TO COLLAPSE SECTION DETAILS

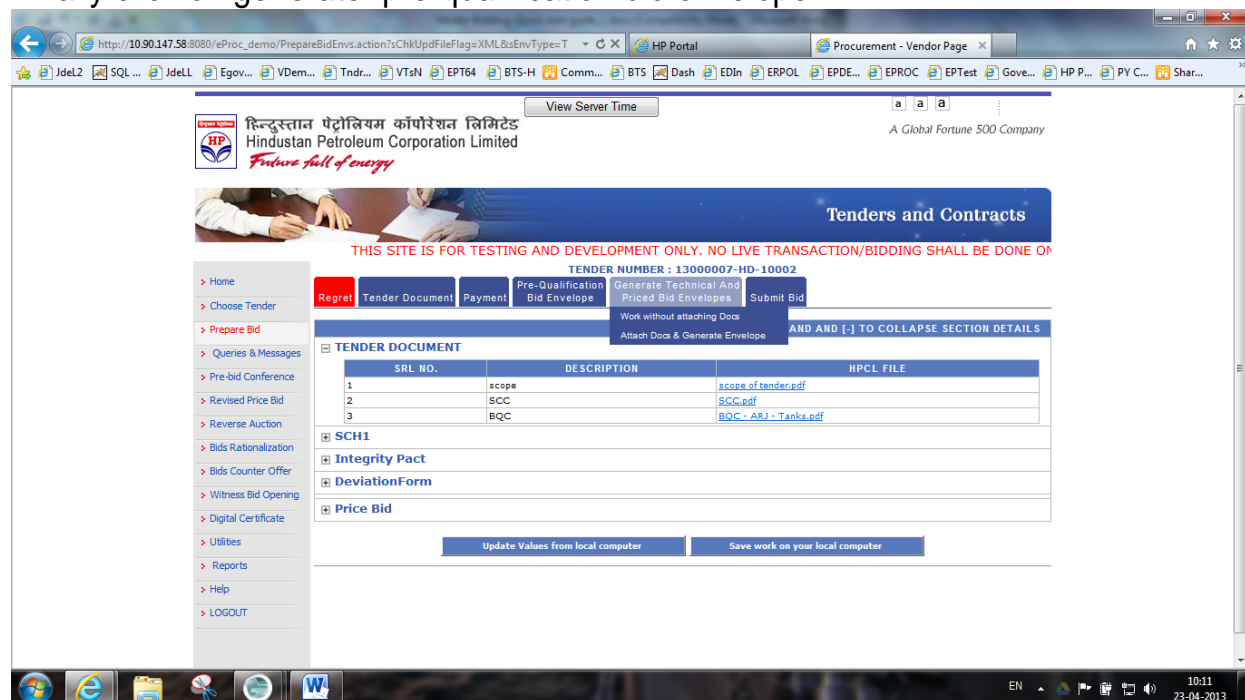
Pre Qualification Criteria

SRL NO.	DESCRIPTION	HPCL VALUE	BIDDER RESPONSE	UPLOAD FILE
1	Bidder should have worked on projects worth	15000000	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> Browse...
2	Bidder should have handled labor size	150	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> Browse...

Update Values from local computer
Generate Pre Qualification Bid Envelope

Next click on the upper tab “Pre-Qualification bid envelope” in case it is a Public tender. Thereafter enter the responses as required.

Finally click on generate “pre-qualification bid envelope”.



In case it is a two bid tender then click on “Generate Technical and priced bid envelope”. You will get two options:

- **Work without attaching document** (Here you shall be able to enter the responses and rates/taxes etc with an option to **save work** so that bid can be prepared in stages)
- **Attach document and generate envelope** (Here you will **not get the option to save work**, but you will be allowed to enter the responses, rates/taxes, **upload documents** and generate the bid directly)

Please select the appropriate option and enter all responses as required. As a *thumb rule*, if the tender has only **few items** and few questions to respond, you can directly go to the tab “**Attach document and generate envelope**” enter values and generate the bid for submission.

However if the tender has many items and a large questionnaire then it is better to work on the tab “**Work without attaching document**”, so that you can save part work and come back to continue from where you left. In this option you have first “**Save work on local computer**” and then click on the tab “**Attach document and generate envelope**”

You will see the screen below, when you click on “Work without attaching document”.

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CLICK [+] TO EXPAND AND [-] TO COLLAPSE SECTION DETAILS

Integrity Pact

SRL NO.	DESCRIPTION	HPCL FILE
1	Integrity Pact	integritypact.pdf

Tender Terms and conditions

SRL NO.	DESCRIPTION	HPCL FILE	HPCL VALUE	BIDDER RESPONSE
1	ACKNOWLEDGEMENT : WE HEREBY ACKNOWLEDGE RECEIPT OF SUBJECT E-TENDER AT https://etender.hpcl.co.in FOR OUR USE IN PREPARING THE BID.WE UNDERTAKE THAT THE CONTENTS OF THE ABOVE BIDDING DOCUMENT AT https://etender.hpcl.co.in SHALL BE KEPT CONFIDENTIAL AND FURTHER THAT THE DRAWINGS, SPECIFICATIONS AND DOCUMENTS SHALL NOT BE TRANSFERRED AND THAT THE SAID DOCUMENTS ARE TO BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE INTENDED.		None	<input type="text"/>
2	PLEASE SUBMIT THE NOT BANNING CERTIFICATE AS PER PROFORMAT ATTACHED WITH TENDER (DECLARATION AS PER ANNEXURE-8 TO BE UPLOADED HERE)		None	<input type="text"/>
3	NAME OF THE COMPANY / PARTY (BIDDER'S GENERAL INFORMATION AS PER ANNEXURE-2 TO BE UPLOADED HERE) (Confirm YES OR NO)		None	<input type="text"/>
4	POSTAL ADDRESS		None	<input type="text"/>
5	NAME OF THE AUTHORISED CONTACT PERSON		None	<input type="text"/>
6	Tender terms	GTC_signed.pdf	-	

Additional Terms

SRL NO.	DESCRIPTION	HPCL FILE
1	Add Tender terms	ATC.pdf

Tender attachments

DeviationForm

Price Bid

Update Values from local computer

Save work on your local computer

Now that you have entered the responses, rates, taxes etc after expanding all the sections you may click on the tab **“Save work on local computer”**. Thereafter click on **“Attach document and generate envelope”**.



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Submit Bid

CLICK [+] TO EXPAND AND [-] TO COLLAPSE SECTION DETAILS

Integrity Pact

SRL NO.	DESCRIPTION	HPCL FILE
1	Integrity Pact	integritypact.pdf

Tender Terms and conditions

Additional Terms

SRL NO.	DESCRIPTION	HPCL FILE
1	Add Tender terms	ATC.pdf

Tender attachments

DeviationForm

Price Bid

Update Values from local computer

Generate Technical Bid Envelope

Generate Price Bid Envelope

If you have “saved work on local computer” then click on “update values from local computer”, show the path of saved file and click on submit.

Alternately you may expand all the sections by clicking on the sign ⊕. Enter the responses, upload the documents, and enter deviation if any followed by rates and taxes as required.

Enter the rates for the various items in the tender. Select the level where the taxes have to be applied ie, “Header level taxes” or “schedule level taxes” or

line level taxes”. Click on the appropriate label and enter the taxes as shown below:

Base Rate 1 + Total Taxes & Extras 0.0412 = Total Value 1.0412 [Apply Selected Values] [Close]

☒ My Taxes & Extras ☐ All Taxes & Extras Included

TAX ELEMENTS	% TAX	TAX FORMULA	CALCULATED TAX/EXTRA
Third Party Inspection Charges			
Service Tax on 3rd Party Inspection Chgs			
Packing and Forwarding			
Excise Duty			
Education Cess on Excise Duty			
VAT/SST/CST	4.12	Base Value	0.0412
Freight on door delivery basis			
Service Tax on Freight Charges			
Transit Insurance			
Unloading charges			
Others1 Modify Name			
Others2 Modify Name			
Others3 Modify Name			
Others4 Modify Name			
Others5 Modify Name			

Select the appropriate tax elements and enter the applicable percentage. Click on tab after entering the percentage value and again tab after selecting the level (eg “Base value” or VAT or Service Tax etc). At the end click on “Apply Selected taxes”. In case there are no taxes on the item please click on the radio button “All taxes included” and click on “Apply selected taxes” in the dialogue box for taxes. Please note that the bid cannot be generated without populating the “Derived value”.

Now click on “**Generate Technical bid envelope**” followed by “**Generate Priced bid envelope**”. Save these files in the same folder. PLEASE REMEMBER TO GENERATE BOTH THE PDF DOCUMENTS.

Now digitally sign all three bids or the two bids(Technical bid envelope.pdf and Priced Bid envelope.pdf) with the provided utility “Jsign PDF”. PLEASE REFER TO THE PDF SIGNING MANUAL TO UNDERSTAND THE DIGITAL SIGNING PROCESS FOR PDF DOCUMENTS.

After the documents have been signed, please encrypt the bids with the provided encryption utility. In case you are doing this for the first time click on “Utilities” on the left pane of screen.



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Click [JDK 1.6](#) to download and install JDK 1.6 on your machine.
No need to install if the same is already existing on your machine.

Click [PDF Signer](#) to download and install PDF Signer on your machine.
JDK 1.6 is to be necessarily installed for the working of PDF Signer.

Click [Bidder Manual](#) to see a simulation of the procedure to participate and bid in the tender.
Please ensure to click on the HTML file to view the simulation in Internet Explorer 7 or above browser only.
You have to enable Active X controls on browser to be able to see the manual.
You may click on the "Doc" button to generate a step by step print of the user manual.

Click [Signing and Encryption Utility](#) for sign and encrypt PDF documents
Download and unzip the folder then click SigningUtility.bat file to sign and encrypt PDF documents.
Help file can also be found with in the unzipped folder.

Click [Utility to check File Hash before and after Signing.](#) to download.

Click [Encryption Utility](#) for encrypting signed PDF documents
Download and unzip the folder then click EncryptionUtility.jar file to encrypt signed PDF documents.

Now click on link “Encryption utility” to download the same. Go to the saved location and right click with mouse on the file. Now click on Unzip or “Extract all” and extract the contents in a location. Now click on “Bid encryption utility.jar”.

Name	Date modified	Type	Size
lib	22-04-2013 20:18	File folder	
BidEncryptionUtility.jar	14-12-2012 13:11	Executable Jar File	15 KB
README.TXT	14-12-2012 09:50	Text Document	2 KB


You will see the screen below:



Simply show the path for all bids eg “**Technical Bid envelope_signed**” and “**Priced bid envelope_signed**” etc and click on “**Encrypt uploaded document**”. You will find that encrypted documents have been created in the same location.

Alternately, you may use another utility “Signing & encryption utility” which shall sign and encrypt” the bid document simultaneously.

Please upload the encrypted bid documents in the next tab “ Submit Bids”.



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Generate Technical And Priced Bid Envelopes
Submit Bid

SERIAL NO.	ENVELOPE DESCRIPTION	UPLOAD SIGNED ENVELOPES
1	Price Bid Envelope	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid #ccc; padding: 2px;">C:\Users\admin\Desktop</div> <div style="background-color: #0056b3; color: white; padding: 2px 5px;">Browse...</div> </div>
2	PreQualification Bid Envelope	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid #ccc; padding: 2px;">C:\Users\admin\Desktop</div> <div style="background-color: #0056b3; color: white; padding: 2px 5px;">Browse...</div> </div>
3	Technical Bid Envelope	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid #ccc; padding: 2px;">C:\Users\admin\Desktop</div> <div style="background-color: #0056b3; color: white; padding: 2px 5px;">Browse...</div> </div>

Submit To HPCL

NOTE - 1. In case you want to revise your bid, you can do so up to tender submission due date & time by submitting the whole bid again.

2. Total uploadable bids size is 40MB only.

3. Please upload the generated and further digitally signed and encrypted documents only.

Please ensure that your digital certificate(Public Key) is uploaded and VALIDATED in the server, prior to your clicking on the “Submit to HPCL”. After successful submission of bid “File hash” will be generated by the system which must be saved by you for future reference. The same shall also constitute as the proof of bid submission.



S SITE.

- Home
- Choose Tender
- Prepare Bid
- Queries & Messages
- Pre-bid Conference
- Revised Price Bid
- Reverse Auction
- Bids Rationalization
- Bids Counter Offer
- Witness Bid Opening
- Digital Certificate
- Utilities
- Reports
- Help

TENDER NUMBER : 13000001-HD-11588

- Regret
- Tender Document
- Payment
- Pre-Qualification Bid Envelope
- Generate Technical And Priced Bid Envelopes
- Submit Bid

Bidder Code & Name : 24011122 - SHRI GANPATI ELECTRONICS

Your bid has been successfully submitted. Please keep this as confirmation of your submission. In case revised bid is submitted, the hash/receipt created at the time of final submission has to be kept as proof of submission, and shall be the primary reference in case of any dispute at later stage.

Tender No.:13000001-HD-11588		Submitted Date: 22/04/2013 20:31
SRL. NO.	CURRENT SUBMITTED ENVELOPE DETAILS	
1	Pre Qualification Bid Envelope : Hash Of The File Including Signing Certificate: 2fb0d80f798444897d0217271bb1cb01	
2	Price Bid Envelope : Hash Of The File Including Signing Certificate: 68357c2a08d5a3dc6cb6c72ac97fc6e4	
3	Technical Bid Envelope : Hash Of The File Including Signing Certificate: 37a2357cc241e74d86b236a3da71cc38	

Print Details

In case of any issue during bid preparation or bid submission, please feel free to call up helpdesk at 022-42100111, between 10 AM to 6.00PM on all six weekdays.

Happy and successful bidding!!

E-payment facility in E-tendering portal

Background

HPCL is pleased to enable the **electronic mode** (Net banking from selected banks) for payment of **Tender Fee and EMD** (Earnest money deposit) during bid submission process. We are positive this will make the online bidding process more convenient and user friendly, besides reducing time and effort in the whole process. Going forward, the EMD will be refunded to unsuccessful vendors through the same portal to make it completely hassle free.

- Requirement for payment of **EMD and Tender fees** is Tender specific. In case EMD or Tender fee is defined in the tender, it will be mandatory on part of vendor to make payment for EMD or Tender fee or both through online or offline mode. **In case the online mode is chosen for payment of EMD or tender fee, the payment has be effected prior to submission of bid in the portal.** Currently, in case Tender fee is defined, payment for same can be made only through online mode (*exception being for exempted category*). Now with online payment facility Payment of EMD can be made either in online mode (E-payment) or Offline mode (BG or DD).

EMD and Tender fee payment process:

Please login to the bidding portal <http://etender.hpcl.co.in>. Select the tender through "Choose tender" tab. The option for paying/ filling details for Tender Fees/ EMD will be available under "**Prepare Bid**" >> "**Payment**" tab. Choose "Type of payment" (i.e Tender Fee or EMD Details) to be made, and Click on "Proceed".

Tender Fee:

The "Tender Fee Payment" page in E-proc application will appear as below

Tender Fee Payment

Tender Number : 12000118-HD-10002 Vendor Code : 21009000 - Dummy for Migration Purpose - AA vendors

Payment Detail * ? ☒ Exempted ☐ Online FEE

Remarks:*	<input type="text"/>	Upload File*	<input type="text"/>	Browse...
<input type="button" value="Save Details"/>				

Note: In case of Tender Fee exemption, please upload relevant pdf document - Digitally Signed.

The tender Fee payment can be done through Offline mode or On-line mode. The procedure for same is as below.

1. Tender Fee >> Offline mode:

This mode is used only in case the Tender Fee is exempted. (For eg: NSIC registered party)

- Click on “Exempted” radio-button as shown in the above screen shot.
- Give Remarks and Browse the exemption pdf file.
- Click on “Save Details” button.

Note:

Please upload only **Digitally signed- PDF file** of Tender Fee Exemption certificate.
Once the details are saved, “Online Fee” mode will be automatically disabled.

2. Tender Fee>> Online Mode

For online payment against Tender fee, screen will appear as below

Tender Fee Payment

Tender Number : 16000026-HD-10807 Vendor Code : 20007020 - TRILOK CORPORATION

TENDER FEE/CURRENCY DETAIL	
Tender Fee	Currency
1000	INR

Note: In case status of Transaction is "Initiated" pls try after 20 minutes

Payment Detail * ? ☐ Exempted ☒ Online FEE

*Online Fee collection is Facilitated in INR currency only.

<input checked="" type="radio"/> INR	
Tender Fee:	1000
Service Tax:	140.0
Swachchh Bharat Cess:	5.0
Krishi Kalyan Cess:	5.0
Total Amount Payable:	1150.0

Make Payment

- Amount for Tender fee as specified by HPCL will be defaulted in the “Tender Fee” field.
The Tender fee defined by HPCL cannot be modified by vendor prior to online payment.
On clicking “**Make Payment**” button, System will direct the page to e-payment gateway.
- The applicable taxes shall be displayed over and above the tender fee defined in the tender.
- Make the payment through Net banking facility available for selected banks.

Note:

Once the payment is done through online mode, the offline mode i.e “Exempted” will be disabled.

Tender fee shall be defined only in INR and system will allow for payment only in INR.

- On successful payment the details will appear on screen as shown below

Tender Fee Payment

Tender Number : 16000026-HD-10807

Vendor Code : 20007020 - TRILOK CORPORATION

TENDER FEE/CURRENCY DETAIL

Tender Fee	Currency
1000	INR

Note: In case status of Transaction is "Initiated" pls try after 20 minutes

Payment Detail * ? ☐ Exempted ☒ Online FEE

***Online Fee collection is Facilitated in INR currency only.**

☒ INR

Tender Fee:	1000
Service Tax:	140.0
Swachchh Bharat Cess:	5.0
Krishi Kalyan Cess:	5.0
Total Amount Payable:	1150.0
<input type="button" value="Make Payment"/>	

ePayment Status Details

sno	Transaction Ref No	Currency	FEE	STATUS	TIMESTAMP
1	103000001000291	INR	1150	SUCCESS	04-AUG-2016 15:05

EMD (EARNEST MONEY DEPOSIT)

The "EMD Details" page in E-proc application will appear as below

EMD BG/DD Details

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for Migration Purpose - AA vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

Note: In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/Demand Draft/Online EMD) details

Choose Payment Details	<input type="radio"/> EMD Exempted <input type="radio"/> BG/DD Details <input type="radio"/> Online EMD Payment	Remarks: *
------------------------	---	------------

Note: Pls check EMD Amount before proceeding for payment. In case status of Transaction is "Initiated" pls try after 20 minutes

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	
<input type="button" value="Proceed For EMD Payment"/>			

Please make a note of the points (red highlighted) mentioned on portal as shown before proceeding for EMD payment.

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

Note:In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/Demand Draft/Online EMD) details		
Choose Payment Details	<input type="radio"/> EMD Exempted <input checked="" type="radio"/> BG/DD Details <input type="radio"/> Online EMD Payment	Remarks:*
BG/DD Amount:*	<input type="radio"/> INR <input type="text"/>	BG/DD Number:*
BG/DD Date:*	<input type="text"/>	BG/DD Expiry Date:*
BG/DD Drawn On:*	<input type="text"/>	BG/DD Payable At:*
<ul style="list-style-type: none"> • EMD (original instrument: Bank Guarantee/ demand draft/ pay order) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date and time, in the tender box at the address mentioned in tender document. In case the EMD (original instrument) is not deposited in the tender box (at the address mentioned in the tender document) by tender due date and time, the offer of bidder shall be rejected. • The EMD (bank guarantee as well as demand draft/pay order should be issued by any scheduled bank other than co-operative bank. EMD of amount up to Rs 50,000/- should be submitted through demand draft/ pay order only. The demand draft/ pay order should be payable at the place mentioned in the tender document. • Public Sector Enterprises and Units registered with NSIC may also send the hard copy of EMD exemption document by post at the address mentioned in the tender document. • HPCL or its consultant (consultant in case tender is floated by HPCL consultant on its behalf) shall not be responsible for any postal delays or non-receipt of EMD by tender due date and time, reasons whatsoever. • While submitting the bid on-line, bidders would be required to upload the scanned copy of EMD exemption document (self declaration in case of Public Sector Enterprises OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same. • Offer received without requisite EMD as explained above shall be rejected. 		
<input type="button" value="Save Details"/>		

The EMD payment can be done through Offline mode or On-line mode. The procedure is as below

1. EMD>> Offline Mode

a. EMD exemption

EMD BG/DD Details

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

Note:In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/Demand Draft/Online EMD) details		
Choose Payment Details	<input checked="" type="radio"/> EMD Exempted <input type="radio"/> BG/DD Details <input type="radio"/> Online EMD Payment	Remarks:*
Upload File*	<input type="text"/>	<input type="button" value="Browse..."/>

In case the EMD payment is exempted (For eg: NSIC registered vendor)

- Click on “EMD Exempted” radio-button as shown in the above screen shot.
- Give Remarks and Browse the exemption pdf file.

- Click on “Save Details” button.

Note:

Please upload only **Digitally signed- PDF file** of EMD Exemption certificate (scanned copy).

Once the details are saved, “Online EMD Payment” mode will be automatically disabled.

b. BG/DD Details (Bank Guarantee /demand Draft Details)

Fill the BG/DD details in the screen as shown and click on “Save details”.

Tender Number : 14000087-HD-12001 Vendor Code : 21009000- Dummy for Migration Purpose - AA vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

Note:In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/Demand Draft/Online EMD) details

Choose Payment Details	<input type="radio"/> EMD Exempted <input checked="" type="radio"/> BG/DD Details <input type="radio"/> Online EMD Payment	Remarks:*	
BG/DD Amount:*	<input type="text"/> INR	BG/DD Number:*	<input type="text"/>
BG/DD Date:*	<input type="text"/>	BG/DD Expiry Date:*	<input type="text"/>
BG/DD Drawn On:*	<input type="text"/>	BG/DD Payable At:*	<input type="text"/>

Note: The original instrument for BG/DD should be should be physically deposited before tender due date and time, in the **Tender Fee/EMD Dropbox box** at the address mentioned in tender document. In absence of same the offer of bidder shall be rejected.

2. EMD >> Online payment

For online payment against EMD, click the radio-button “Online EMD Payment” as shown below

EMD BG/DD Details

Tender Number : 14000087-HD-12001 Vendor Code : 21009000- Dummy for Migration Purpose - AA vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

Note:In case of EMD exemption, please upload relevant pdf document - digitally signed. DD and BG scanned copies need not be uploaded

EMD (Bank Guarantee/Demand Draft/Online EMD) details

Choose Payment Details	<input type="radio"/> EMD Exempted <input type="radio"/> BG/DD Details <input checked="" type="radio"/> Online EMD Payment	Remarks:*	<input type="text"/>
------------------------	--	-----------	----------------------

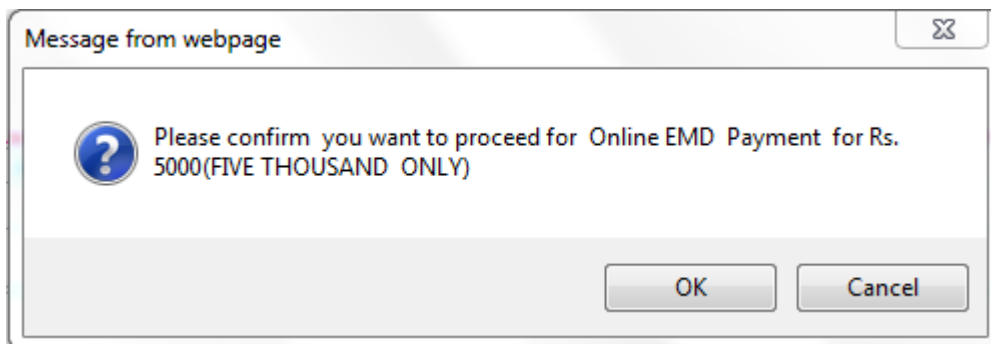
Note:Pls check EMD Amount before proceeding for payment. In case status of Transaction is "Initiated" pls try after 20 minutes

sino	Description	Currency	EMD Amount
1	Tender EMD	INR	<input type="text"/>

Proceed For EMD Payment

- EMD may be specified in the tender in one of the following ways:

- Single EMD amount for the entire tender
- Schedule wise EMD for each of the schedules
- Vendor calculated EMD based on tender criteria (Transport tenders)
- EMD submission process:
 - **Single EMD amount for the entire tender** – In such tenders, the vendor shall be expected to reproduce the indicated EMD amount in payment field and proceed to e-payment.
 - **Schedule wise EMD for each of the schedules** – In case the schedules are optional, vendor shall decide, the schedules in which they want to participate. Then vendor shall calculate the cumulative EMD amount based on such selection/criteria and enter the cumulative value in payment field and proceed to e-payment page.
 - **Vendor calculated EMD based on tender criteria** (Transport tenders) – In such tenders, the EMD amount is based on number of trucks/tank trucks being offered for each of the categories (Owned/Attached/Proposed). Then vendor shall calculate the cumulative EMD amount based on such criteria and enter the cumulative value in payment field and proceed to e-payment page.
- Click on the “**Online EMD**” radio-button >> Give “**Remarks**” field >> the basis for arriving at the EMD amount shall be entered in this field in maximum 250 characters. (For example – “Schedule 2, 3 quoted” or “Owned Truck 10 Nos” etc...).
- Then Enter the “**EMD Amount**” >> the calculated cumulative EMD amount as mentioned above to be entered in this field. Click on “Proceed for EMD Payment”
- On clicking “Proceed for EMD Payment” button, message from webpage will appear as below. Check the amount in words and click “OK”.



- System will re-direct the page to e-payment gateway of SBI.
- Make the payment through available options of Net banking.

Note:

Once the payment is done through On-line mode, the offline mode i.e “EMD Exempted” and “BG/DD Details” will be disabled. Ideally vendor shall effect complete payment for EMD or Tender fee in one shot. *However, system allows for effecting payment in more than one instalment, if required. Such additional payment may be required, in case vendor decides to*

quote for additional schedule in case of schedule-wise tender or in case the EMD is enhanced by way of corrigenda.

Though the EMD may be defined by HPCL in multiple currency, the system will allow for electronic payment only in INR. Foreign vendors desiring of paying EMD in currency other than INR, shall have to pay such EMD through offline methods only.

The details of Payment done for the particular tender will appear on the screen till the tender due date and time as shown below. *Vendors desirous of knowing status of online payment can see details till bid submission on this page. :*

Note:Pls check EMD Amount before proceeding for payment. In case status of Transaction is "Initiated" pls try after 20 minutes

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	100000

Proceed For EMD Payment

Details of Payments as below

sno	Transaction Ref No	Currency	EMD Amount	STATUS	TIMESTAMP
1	103000001000088	INR	10000000	FAIL	16-MAY-2016 10:35

The status of payment through gateway shall be one of the three values given below:

1. **Initiated** – Once the vendor has landed on the e-payment gateway or in his own net banking page and no confirmation has come back to HPCL portal from E-payment gateway of SBI. Normally this status shall not be displayed beyond 15 minutes of initiating E-payment from the portal.
2. **Success** - Once the vendor has landed on the e-payment gateway or in his own net banking page and positive confirmation has come back to HPCL portal from E-payment gateway of SBI.
3. **Fail** - Once the vendor has landed on the e-payment gateway or in his own net banking and negative confirmation has come back to HPCL portal from E-payment gateway of SBI.
4. **Non landing on E-proc page**- Once the vendor has initiated payment and there is a communication failure no message may be displayed as mentioned above.

Action based on status:

1. **Initiated** – In case the EMD payment is in this status, the option to make further payment will be disabled for the 15 minute window till response is received from the bank regarding status of payment. Thereafter status will change to one of the following two values given below (Success or Fail). During this period vendor may neither be able to submit bid (in case EMD is defined) nor proceed for making further payment for EMD. *In view of same, vendor is advised to pay EMD through online mode well in advance & not to wait for the last moment for payment of EMD.*
2. **Success** – In case EMD payment is in this status, the bid submission page will be enabled and vendor shall be allowed to submit bids. The onus for making **EMD payment of correct amount** shall be on the vendor.

3. **Fail** – In case EMD payment is in this status, the bid submission page will continue to be disabled and vendor shall not be allowed to submit bids. The following scenarios may result in this case:
 - a. **Connection gets broken either while connecting to e-payment gateway or while connecting to net banking page** – In both case, vendor gets option to initiate payment again through the online payment gateway. Alternately, offline mode shall be adopted by vendor.
 - b. **Connection is proper till amount is debited from vendors account but same is not updated by bank to HPCL portal (due to disconnection etc)/ the flag updated as “Fail” in E-proc EMD page** - In such cases the vendor can rest assured that the money debited from vendors account will be credited back to the vendors account within the next 1 to 5 days. Vendor will be required to initiate fresh payment for EMD (which should be successful) to enable the bid submission page. **In view of same, vendor is advised to pay EMD through online mode well in advance & not to wait for the last moment for payment of EMD.**

Reports

Report “[Online Tender FEE/EMD Payment History](#)” under Reports tab may be checked at any point of time once the tender due date is over for all the online payment done.

The details of online payments will appear in this screen post EMD verification by HPCL for a particular tender.

THIS SITE IS FOR TESTING AND DEVELOPMENT ONLY. NO LIVE TRANSACTION/BIDDING SHALL BE DONE ON THIS SITE.

On Line Tender FEE/EMD Payment History

Home

Choose Tender

Prepare Bid

Queries & Messages

Briefcase

Pre-bid Conference

Revised Price Bid

Reverse Auction

RA Winner Doc

Bids Rationalization

Bids Counter Offer

Witness Bid Opening

Digital Certificate

Utilities

Reports

Help

LOGOUT

20007020- TRILOK CORPORATION

PAYMENT REF NO	PAYMENT TYPE	AMOUNT	STATUS	CURRENCY	RESPONSE TIME
14000002-HD-14001					
NA	EMD	1766	FAIL	INR	21-JUN-2016 15:08
NA	EMD	1766	FAIL	INR	21-JUN-2016 15:08
16000001-HD-12123					
103000001000215	EMD	20000	SUCCESS	INR	21-JUN-2016 14:37
103000001000214	TF	500	SUCCESS	INR	21-JUN-2016 14:37
16000007-HD-10807					
103000001000213	EMD	2344	SUCCESS	INR	21-JUN-2016 14:37
103000001000212	TF	400	SUCCESS	INR	21-JUN-2016 14:21
16000011-HB-11112					
103000001000181	TF	100	SUCCESS	INR	16-JUN-2016 15:51
14000022-HC-11112					
103000001000173	EMD	30000	SUCCESS	INR	15-JUN-2016 10:54
103000001000172	TF	200	SUCCESS	INR	15-JUN-2016 10:54
14000020-HB-11111					
103000001000124	EMD	11111	SUCCESS	INR	24-MAY-2016 16:39
103000001000123	EMD	1750000	FAIL	INR	24-MAY-2016 16:38
14000012-HB-12001					
103000001000086	EMD	100000	SUCCESS	INR	16-MAY-2016 10:31
103000001000085	TF	500	SUCCESS	INR	16-MAY-2016 10:27
15000028-HD-11211					
103000001000066	TF	1000	FAIL	INR	10-MAY-2016 16:26
103000001000065	TF	1000	SUCCESS	INR	10-MAY-2016 16:25

TF=Tender Fee

Note:SUCCESS status is subject to bank Realization
History after Fee/EMD verification

TF=Tender Fee

Note:SUCCESS status is subject to bank Realization
History after Fee/EMD verification

Important note for Tender FEE/ EMD payments- Online mode

1. The tender in which Tender Fee/ EMD is specified, "Submit Bid" will be allowed only after the payment details are entered/Exemption certificate is uploaded or online payment is done against Tender Fee/ EMD through "Payment" tab.
2. There can be delay in receipt of success confirmation from the payment gateway during online payment process which may disable the bidder from submitting his bid. Thus vendors are requested to make online payment at-least one day prior to tender due date to account for any such delays.
3. While paying EMD amount through online mode, payments may be done in the system multiple times totaling up to the EMD amount. Such bids where full EMD amount as specified in tender is not received by HPCL within tender due date and time, will be liable for rejection.
4. Payment against Tender Fee is Non-refundable.
5. The online refund process for EMD shall be initiated as per tender terms for other than lowest evaluated bidders.
6. The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, the bidder bank account shall be kept active until the refund process is complete.
7. The online payment of tender fee/ EMD may FAIL for various reasons like poor internet connectivity, Low bandwidth, Network outage, Server outage, connectivity failure or any other unforeseen circumstance. The vendor shall take all necessary precaution to ensure smooth online payment and HPCL shall not be held responsible for any consequential damage arising out of non-submission of payment in a timely manner, e.g. submission of bids etc.
8. For online mode of EMD submission, the success message received by the bidder from the payment gateway shall be the full and final proof of successful EMD submission and no separate Cash Receipt shall be issued by HPCL towards the same.
9. Screen shot/print out of successful transaction number should be saved by vendor for further reference

Frequently Asked Questions

ONLINE Tender Fee/ Earnest Money Deposit feature in HPCL E-proc application

1. What is Online Tender Fee/ Earnest Money Deposit?

Online Tender Fee/Earnest Money Deposit is a facility to allow a bidder to pay the requisite Tender Fee/EMD (Earnest Money deposit) amount online for a particular e-Tender.

2. Why to deposit EMD through “Online” Mode?

A1. Quick Deposits

I. Instant deposit from bidder's Desk rather than preparing a Demand Draft (DD) or Bank Guarantee (BG) and sending it manually.

II. Immediate acknowledgement of the deposit on the screen without going to any office.

III. Online EMD can be paid through net Banking on 24 X 7 basis.

A2. Auto Refund immediately without any claim by bidder

I. Automatic Refund of EMD without applying for refund in the same account from where amount was deposited.

II. Faster Refunds: In offline mode it takes more time due to manual processing.

3. What are the modes of Online EMD Payment in HPCL?

EMD amount can be paid by only Net Banking facility. Please refer list of Banks provided in FAQ#20

4. What is Internet Banking or Net Banking?

Internet Banking is the online banking service provided by Banks to enable its customers to perform basic banking transactions through PC / laptop located anywhere in the globe on 24 X 7 basis. To avail this facility, the account holder should have transaction rights.

5. What is special about payment of EMD through Net Banking?

The “Transaction Status” shows as “Success” immediately after successful payment of EMD through Net Banking. Bid submission will be immediately enabled on the basis of “Success” message.

6. Internet banking facility with transaction rights is enabled in my bank account, how should I proceed?

You should pay using net banking facility as below

Go to Payment >> EMD payment >> Online mode >> Fill amount >> Proceed >> Select the bank >> proceed for payment.

7. I have submitted EMD amount through “Net Banking” but transaction status is showing as “initiated”. Can I submit the BID?

In case the EMD payment is in “initiated” status, the option to make further payment will be disabled for the 15 minute window till response is received from the bank regarding status of payment. Thereafter transaction status will change to either “Success” or “Fail”.

Success - if the status shows “Success” you may submit the bid.

Fail - in case of “Fail” status, you may again initiate the process for Online/Offline EMD payment.

8. Tender document has option to pay the EMD through “Bank Guarantee (BG)” or Demand draft (DD) but I am not able to find the option to pay through BG/DD in HPCL portal. What should I do?

Please follow the steps as below:

Go to Payment >> EMD payment >> BG/DD details >> Fill the BG/DD information >> save the details.

Submit the original instrument of BG/DD before tender due date and time, in the Tender Fee/EMD Dropbox at the address mentioned in tender document. In absence of same the offer of bidder will be rejected

9. I am under “Exempted” category as per Tender Terms & Conditions. How should I claim exemption?

Go to Payment >> EMD payment >> EMD Exempted >> give remarks >> browse digitally signed scan copy of exemption certificate >> Save the details.

10. I have participated in an e-Tender by paying the requisite EMD amount through “Online EMD” payment facility. Can I close my bank account before the e-Tender finalization?

The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, you must NOT close it until the refund process is complete.

11. How do I get the payment receipt for the payment I made?

“Success” message will be displayed on screen and you can keep the print of the same for records. Alternately the payment details shall be available in your bank statement.

12. How can I apply for Refund for EMD paid online?

You do not have to apply for refund. The refund process will be initiated automatically. Please see FAQ#18 for the various scenarios for refund process.

13. Can I pay EMD in other than INR currency?

No. The EMD may be defined by HPCL in multiple currency, the system will allow for electronic payment only in INR. Vendors (eg: Foreign

vendors) desiring of paying EMD in currency other than INR, shall have to pay such EMD only through offline methods.

14. Can I pay partial EMD as per Tender Terms & conditions (e.g. Schedule-wise Tenders)

While paying EMD amount through online mode, payments may be done in the system in more than one instalment (for different schedules) or in one shot for cumulative EMD amount.

Once the payment is done through On-line mode, the offline mode i.e “EMD Exempted” and “BG/DD Details” will be disabled.

15. Can I pay EMD through more than one account?

Yes. EMD payment can be done through more than one account using net-banking facility. However such bids where full EMD amount as specified in tender is not received by HPCL within tender due date and time, will be liable for rejection.

16. I already submitted bid. However now EMD amount has been enhanced in corrigenda. How to pay additional amount?

Once the payment is done through On-line mode, the offline mode i.e “EMD Exempted” and “BG/DD Details” will be disabled.

System allows for payment of remaining amount, if required through the selected mode (Online/Offline) in EMD page.

Additional payment also can be made, in case vendor decides to quote for additional schedule/ additional trucks/ in case the EMD is enhanced by way of corrigenda at later stage within tender due date and time.

17. I have to pay EMD as per Tender Terms & conditions for Transportation Tenders. How should I proceed?

In Transportation tenders, the EMD amount is based on number of trucks/ tank trucks being offered for each of the categories (Owned/Attached/Proposed). Vendor shall calculate the cumulative

EMD amount based on such criteria and enter the cumulative value in payment field and proceed to e-payment page. Vendor can also pay the requisite EMD amount in multiple attempts, if required.

18. How and when the EMD amount will be refunded?

Note: Tender Fee is NON - Refundable.

For EMD refund refer below cases

Case-I: Submitted EMD amount but not submitted the offer.

The process for refund will be initiated after EMD verification is completed for the tender.

Case-II: Money debited more than once.

If Bid is submitted: Post purchase order placement by HPCL

If Bid Not submitted: Post EMD verification process by HPCL

Case-III: Withdrawn/Regretted the offer after bid submission by paying the requisite EMD amount.

The process for refund will be initiated after EMD verification is completed for the tender.

Case-IV: Bid rejected during “EMD Verification” evaluation

The process for refund will be initiated after EMD verification is completed for the tender.

Case-V: Bid rejected during “Techno-Commercial” evaluation.

The process for refund will be initiated after Purchase Order placement by HPCL

Case-VI: Price bid opened but I am not “L1”.

The process for refund will be initiated after Purchase Order placement by HPCL

Case-VII: I am “L1”.

The process for refund will be initiated post Security Deposit is submitted to HPCL.

For all the above cases, the EMD amount would be refunded in the same bank account through which EMD was paid by you.

19. Still having query?

For any technical queries related to operation of the portal please send mail to eprochelpdesk@mail.hpcl.co.in OR please call us at **022-41146666**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays).

20. Which all banks are available for making online TF/EMD payment?

In HPCL you can pay online EMD through Net-Banking facility with the following banks

State Bank and its associates

- State Bank of India
- State Bank of Patiala
- State Bank of Mysore
- State Bank of Travancore
- State Bank of Bikaner and Jaipur
- State Bank of Hyderabad

Banks Other than SBI

- Allahabad Bank – Retail
- Andhra Bank
- Andhra Bank – Corporate
- Bank of India
- Bank of Maharashtra
- Canara Bank
- Catholic Syrian Bank
- City Union Bank
- Corporation Bank
- DCB Bank Personal
- Dena Bank

- Dhanlaxmi Bank- Retail
- Dhanlaxmi Bank- Corporate
- Federal Bank
- IDBI Bank-Corporate
- IDBI Bank-Retail
- ING Vysya Bank –now Kotak
- Indian Bank
- Indusland bank
- Jammu and Kashmir Bank
- Janata Sahakari Bank Ltd. Pune
- Karnataka Bank Ltd
- Karur Vysya Bank
- Kotak Mahindra Bank
- Lakshmi Vilas Bank
- Oriental Bank of Commerce
- Punjab and Maharashtra Co-operative Bank ltd
- Punjab & Sind Bank
- SVC - Retails
- Saraswat bank
- South Indian Bank
- Syndicate Bank
- Tamilnad Mercantile Bank
- UCO Bank
- United Bank of India
- Vijaya Bank
- Yes bank

HINDUSTAN PETROLEUM CORPORATION LIMITED

USAGE AGREEMENT

The HPCL e-Procurement Portal provides an electronic procurement software system and related services through which the Hindustan Petroleum Corporation Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Petroleum House, 17, Jamshedji Tata Road, Mumbai 400020, Maharashtra (hereinafter referred to as "HPCL" the "**Buyer**" which expression shall, unless repugnant to the context, include its Successors, Administrator & permitted Assigns) and the Buyer's contractors/vendors/suppliers (**the "Vendors"**) can establish an electronic platform for the tendering and bidding ("the Transactions") of works, goods and services. These services are accessible through the web site ("Portal"), located at <https://etender.hpcl.co.in>

This Usage Agreement and the [Privacy and Confidentiality Policy](#) govern each Vendor's use of the Portal and participation in the Transactions, and, together, constitute the "Terms and Conditions." By continuing to use this Portal, each Vendor accepts and is legally bound by these Terms and Conditions. Continued access to the Portal and its services, including without limitation, all licenses granted hereunder, is subject to compliance with the Terms and Conditions and any breach of the Terms and Conditions will be pursued by legal action to the fullest extent possible.

The Terms and Conditions, including the Usage Agreement and the Privacy Policy, may be modified at any time without notice and any such modification shall be effective immediately upon posting. By agreeing to these Terms and Conditions, Vendors agree to periodically review the Terms and Conditions and be bound by any modifications or amendments thereto.

Vendors, if they have any questions about the Terms and Conditions are invited to contact Help Desk.

1. Vendor's Warranties:

Through this Portal, Vendors can participate in the Tenders floated through Buyer.

USERS OF THE PORTAL REPRESENT AND WARRANT THAT THEY (1) ARE DULY AUTHORIZED TO CONSENT TO THESE TERMS AND CONDITIONS ON BEHALF OF THEIR RESPECTIVE COMPANIES; (2) CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW; (3) HAVE THE RIGHT TO GRANT THE INTELLECTUAL AND INFORMATIONAL PROPERTY RIGHTS AT ISSUE UNDER THIS AGREEMENT, AND THAT SUCH GRANTS DO NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY; AND (4) ARE COMMERCIAL BUSINESSES, FOR PURPOSES OF USING THIS PORTAL.

2. IDs, passwords and digital certificates:

User IDs, passwords, and digital certificates are confidential and proprietary. It is a violation of the Terms and Conditions for a User to disclose its password or share its ID, password, or digital certificate with any unauthorized third parties, or to use its ID,

password, or digital certificate for any unauthorized purpose. Each User, and not the Consortium, is solely responsible for any unauthorized use of User's ID, password, or digital certificate.

You agree to (a) immediately notify buyer of any unauthorized use of IDs and password or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. Buyer cannot and will not be liable for any loss or damage arising from your failure to comply with the foregoing.

3. Transacting on the Portal:

The specific terms and conditions of each Transaction (such as pre-qualification criteria, technical requirements, pricing, warranties, delivery, etc.) entered into through the Portal are established between the Buyer and Vendor. The Portal is a venue through which the Buyer and the Vendors can transact. The Buyer decides with whom to do business.

4. No warranty

BY ASSENTING TO THESE TERMS AND CONDITIONS, VENDORS ASSUME ANY AND ALL RESPONSIBILITY AND RISK OF USE OF THE PORTAL AND ANY PRODUCTS OR SERVICES CONTAINED THEREIN. THE BUYER PROVIDE THE PORTAL AND SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE BUYER EXPRESSLY DISCLAIM ANY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THAT SERVICE WILL BE CONTINUOUS, UNINTERRUPTED AND/OR ERROR-FREE.

5. Good Faith and Fair Dealing

Each User hereby agrees to act in accordance with the principles of good faith and fair dealing when transacting on or through the Portal. The Buyer reserves the right to investigate any allegation or evidence of any User's failure to abide by the principles of good faith and fair dealing in connection with its use of the Portal, and to fashion and enforce remedies, in its sole but reasonable discretion, in order to address any violation of such principles.

6. Information posted on the Portal

Vendors shall not post information on the Portal that is, or offer Products or services for sale that are:

- fraudulent or related to the sale of counterfeit or stolen items;
- infringing of any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- transmitted anonymously or labelled under a false name;
- in violation of any applicable law, statute, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition, cartelisation, government/public sector procurement, anti-discrimination or false advertising);
- obscene, indecent or pornographic;

- defamatory, trade libellous, threatening or harassing; or
- Unsolicited or unauthorized advertisements, promotions, or other forms of solicitation.

7. Compliance with laws

Each User shall comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Portal, bidding on and retrieval of information. Each User hereby acknowledges that the Buyer has an express policy of complying with Government and Competition laws, in particular with respect to Government rules, and that the operation of the Portal is not intended to facilitate collusion or other illegal agreements among competitors. Accordingly, each User hereby represents and warrants that it does not intend to and will not use the Portal to violate Competition laws or Government procurement rules and will not knowingly act as a conduit or intermediary for price-fixing or any other anti-competitive agreement among competitors.

8. Intellectual and Informational Property; Ownership:

"User Information" shall include any information a User transmits to the Portal, or provides to the Buyer, including without limitation, all information provided in the registration, listing, or buying and selling processes. User Information includes Contact Information and Transactional Data as further described in the Privacy and Confidentiality Policy. Vendors retain sole ownership of their User Information. "The Buyer Information" includes, without limitation, all data, reports, analysis, marketing strategies, sales estimates, and performance results, developed or derived in connection with the operation of the Portal.

So that the Buyer does not violate any rights a User has in its User Information, each User hereby grants to the Buyer a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to reproduce, transmit, distribute, and publicly display such information, and create derivative works from such information, in connection with the operation of the Portal, and the Buyer's marketing, publicity and advertisement thereof in any form and media now known or currently unknown. User Information will be used in accordance with the then-current Privacy and Confidentiality Policy, incorporated herein by reference.

The Portal and all such intellectual property rights included therein (including but not limited to copyrights, trademarks and service marks), are owned or licensed by, and all such right, title and interest therein shall remain the property of, the Buyer. Vendors shall not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Portal or its content.

9. System Integrity

Each User hereby agrees not to tamper in any way with the software or functionality of the Portal. Without limiting the foregoing, each User agrees not to put any computer programs, information or data into the Portal which contains any viruses, time bombs,

Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

10. Confidentiality

Vendors are responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their systems and/or accuracy of data input and output, and for maintaining a means external to the Buyer for the reconstruction of lost data. Vendors agree not to disclose any other User Information including, without limitation, all information provided during the buying and selling processes. Vendors agree not to invade another User's privacy, including, but not limited to, the breach or attempted breach of the security of another's computer, software or data. Use or distribution of tools designed for compromising privacy or security is strictly prohibited.

11. License

Subject to the Terms and Conditions, The Buyer hereby grants each User a personal, non-transferable, non-exclusive, non-sub-licensable license to use the software and the user interface for viewing and otherwise using the Portal and its services in accordance with the Terms and Conditions, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this Portal shall belong to the Buyer, including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through this Portal may not be copied, modified or distributed by Vendors, nor may derivative works be prepared therefrom. The license granted pursuant to the Terms and Conditions is solely for the internal use of Vendors and may not be used for any time sharing or service bureau purposes outside of User's organization. Vendors shall not reverse engineer, decompile, or otherwise translate, in any way, the software and user interface made available from, on or through this Portal. Vendors shall have no right or claim of right to the software or any unique ideas found on this Portal. No ownership rights are granted to Vendors hereunder and no title is transferred hereby.

12. Our relationship

Vendors and The Buyer are independent and no partnership, joint venture or franchisor-franchisee relationship is intended or created by this Usage Agreement, or the Terms and Conditions.

13. Termination

In its sole discretion, the Buyer may restrict or terminate any User's usage of the Portal products or services, postings, or current bids immediately if said User breaches any of the Terms and Conditions, or if the Buyer is unable to verify or authenticate any information provided by the User. In its sole discretion, the Buyer can enforce this provision against individual employee-Users of a Vendor, or the Vendor itself. Vendors may terminate their User IDs and passwords at any time. Notice of termination must be provided in accordance with the requirements set forth in Section 16.

14. Statute of Limitations

Each User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Portal or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. Arbitration

1) Any controversy or claim arising out of or relating to the Terms and Conditions, including, without limitation, this Usage Agreement, shall, after written notice by either party 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.

2) The appointing authority shall nominate an 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 Chief Manager & above or any retired officer of the Central Government not below the rank of a Director to the Govt. of India, 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 (employee) 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.

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 any reasons whatsoever, the Appointing Authority, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

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.

5) 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.

6) The Award of the Sole Arbitrator shall be final and binding on the parties to the agreement. The work under the agreement shall however, unless suspended by the Owner, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

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.

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 lump sum fees of the Arbitrator shall be 70,000/- per case for transportation contracts and 1,00,000/- for engineering contracts. 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, and balance 50% on completion of arguments and receipt of award by the parties.

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.

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 Mumbai for all purposes. The Arbitration shall be held at a place convenient to both parties and failing an agreement, the Arbitrator shall decide the venue. The Arbitration shall be conducted in English language.

11) The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

16. Notices

Except as explicitly stated otherwise or required by law, each User shall provide any notice to the Buyer by courier or postal mail and the Buyer shall provide any notice to User at the email and/or courier/postal address that each User provides at registration, or such other address as either party shall specify in a notification in accordance with this section.

Email Notices shall be deemed given one (1) working day after the email is sent, unless the sending party receives notice that the address is invalid or the email has otherwise failed to reach the destination email address within such period. Postal/Courier Notices shall be deemed given upon delivery to the receiving party.

17. JURISDICTION

This Usage Agreement and the relationship between any User and the Buyer, unless otherwise stated in a separate agreement between any User and The Buyer, shall be governed by and construed in accordance with the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. Those who choose to access this Portal from other locations do so on their own initiative and are responsible for compliance with their respective local laws.

18. Miscellaneous Provisions

These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the User's use of the Portal, and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between a User and the Buyer nor trade practice shall act to modify any provision of the Terms and Conditions. If any particular provision of the Terms and Conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the Terms and Conditions which shall remain in full force and effect. In addition, if any provision contained in the Terms and Conditions shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. These Terms and Conditions may not be assigned or transferred to third parties by any User without prior written permission from the Buyer.

19. Copyright and trademark notices

The entire contents of the Portal are copyrighted under applicable copyright laws. The Buyer is the exclusive owners of the copyrights.

PRIVACY AND CONFIDENTIALITY POLICY

As a general rule, this website does not collect Personal Information about you when you visit the site automatically. You can generally visit the site without revealing Personal Information, unless you choose to provide such information. If the HPCL website requests you to provide personal information, adequate security measures will be taken to protect your personal information.

Site visit data:

This website records your visit and logs the following information for statistical purposes your server's address; the name of the top-level domain from which you access the Internet (for example, .gov, .com, .in, etc.); the type of browser you use; the date and time you access the site; the pages you have accessed and the documents downloaded and the previous Internet address from which you linked directly to the site.

We will not identify users or their browsing activities, except when a law enforcement agency may exercise a warrant to inspect the service provider's logs.

Email management:

Email address provided by you will only be used for the purpose for which you have provided it and will not be added to a mailing list. Your email address will not be used for any other purpose, and will not be disclosed, without your consent.

Collection of Personal Information:

If HPCL website requests you for any other Personal Information you will be informed how it will be used if you choose to give it. If at any time you believe the principles referred to in this privacy statement have not been followed, or have any other comments on these principles, please notify the webmaster through the contact us page.

Note: The use of the term "Personal Information" in this privacy statement refers to any information from which your identity is apparent or can be reasonably ascertained.

BY CONTINUING TO USE THIS SITE YOU CONSENT TO ABIDE BY THE TERMS SET FORTH IN THESE TERMS AND CONDITIONS INCLUDING THE USAGE AGREEMENT AND THE PRIVACY AND CONFIDENTIALITY POLICY

Tender No. : 16000221-HD-10157



Tender Published On : 23-Jan-2017 14:28

NIT

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	NIT	1. NIT.pdf	-	No
2	Specifications	2. Specifications.pdf	-	No
3	Supply Scope Mumbai Refinery	3. Supply Scope MR.pdf	-	No
4	Supply Scope Visakh Refinery	3. Supply Scope -VR.pdf	-	No

Hindustan Petroleum Corporation Limited

(Central Procurement - Refineries)

B D Patil Marg, Mahul, Mumbai-400 074

Phone : +91-22-2507 6806/25076825 Fax : +91-22-25541054



CPO-Refineries

Notice Inviting Tender**Title: Biennial Rate Contract for supply of Equilibrium Catalyst (E-CAT) for HPCL Mumbai and Visakhapatnam Refineries.****1.0 INTRODUCTION:**

- 1.1 Hindustan Petroleum Corporation Ltd. also called HPCL (herein referred to as Purchaser) wishes to receive e-procurement bids against the subject tender document for the supplies to be carried out at HPCL - Mumbai & Visakhapatnam Refineries.
- 1.2 For the purpose of this document, the words "Owner", "Purchaser", "HPCL", "Corporation" have been used interchangeably and would mean same in the expression and intent in proper context. Also the words "Bidder", "Tenderer", "Contractor", "Vendor" have been used interchangeably and would mean same in expression and intent in proper context.

- 2.0 HPCL invites online bids at HPCL Mumbai Refinery, Mumbai 400074 in e-Tender system at <https://etender.hpcl.co.in> under two bid envelope system (Part-I : EMD+ Integrity Pact + Techno-commercial bid and Part-II : Price bid) from competent bidders with sound technical and financial capabilities fulfilling the Qualification Criteria stated under Sr. No. 4.0 and its sub clauses below.

3.0 SALIENT FEATURES OF THE BIDDING DOCUMENT:

Description	:	Biennial Rate Contract for supply of Equilibrium Catalyst (E-CAT) for HPCL Mumbai and Visakhapatnam Refineries.
Tender No	:	16000221-HD-10157
Due date	:	February 20, 2017 at 13:30 HRS IST.
Last date & time for receipt of Bids	:	February 20, 2017 at 13:30 HRS IST. (On e-tender portal https://etender.hpcl.co.in Only).
Offer Validity	:	120 days from Due date/Extended due date
Earnest Money Deposit (EMD)	:	Rs 5,40,000/- for Mumbai Refinery Alone Rs 2,20,000/- for Visakhapatnam Refinery Alone Rs 7,60,000/- for Both Mumbai and Visakhapatnam Refineries
Tender Type	:	Public
Tender Document Charges	:	Nil
HPCL eproc Help desk phone no.	:	022-41146666
Reverse Auction	:	Applicable, Line item wise
Evaluation criteria	:	Item wise lowest basis
Price reduction clause for delayed delivery	:	Applicable
No. of Vendors required	:	One for Mumbai Refinery One for Visakhapatnam Refinery
Delivery	:	4 weeks from the date of intent for both refineries.
Security Deposit	:	1% of contract value
Validity of Contract	:	2 years from date of LOI/PO or Supply of entire quantity as per PO. Validity of PO may be extended accordingly.
Address for communication with HPCL	:	<u>For Technical queries for Mumbai Refinery:</u> Attn : Mr. Jagannath Pagare , Sr. Manager-Technical Email: jpagare@hpcl.in , Ph: 022-25076154 Mr. Ashok Kumar, Chief. Manager, Technical Email: ashok@hpcl.in , Ph: +91 22 25076821 Mr. S. Janagarajan, Chief Manager, Warehouse Email: sjanagarajan@hpcl.in , Ph: +91 22 25076833

Hindustan Petroleum Corporation Limited**(Central Procurement - Refineries)**

B D Patil Marg, Mahul, Mumbai-400 074

Phone : +91-22-2507 6806/25076825 Fax : +91-22-25541054



CPO-Refineries

Notice Inviting Tender

	<p><u>For Technical queries for Visakh Refinery:</u> Mr. Raghu Kumar Vedula, Dy Manager-Technical Email: vedularkumar@hpcl.in, Ph: 0891-2894807 Mr. Bhaskarjyoti Baruah, Sr. Manager-Technical Email: bjbaruah@hpcl.in, Ph: 0891-2894830</p> <p><u>For Commercial queries and Pre-bid meeting (if applicable):</u> Mr. Navneet Singh, Senior Category Executive, CPO-Refineries Email: navneetsingh@hpcl.in, Ph: 022 25076806 Mr. K. Thirumurugan, Chief Category Manager, CPO-Refineries Email: ktm@hpcl.in, Ph: 022 25076825</p>
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4.0 BIDDER QUALIFICATION CRITERIA:

The bidders, intending to participate shall fulfil the following qualification criteria (technical & financial) :

4.1 Technical Prequalification:**4.1.1** Following criteria shall be met by the Bidders.Technical: The bidder should have supplied Caustic Soda Lye during the last 7 years ending 30/04/2016, which experience should be **any one** of the following:

Technical: Bidder shall have executed supply of Equilibrium Catalyst (E-CAT) in any one of the followings during the last Seven years ending 31.12.2016

	INR	USD	Euro	Jap. YEN	Pound Sterling
Three similar completed works, each costing not less than	7600000	111681	104826	12670890	92169
Two similar completed works, each costing not less than OR	9500000	139601	131032	15838613	115211
One similar completed work costing not less than OR	15200000	223362	209651	25341781	184338

Similar work: Similar Purchase Orders for Supply of Equilibrium Catalyst (E-CAT).

Vendor to produce documentary evidences.

The above criteria to be met for qualification of applicants. The vendor shall submit PO copies and job completion report as the proof for completed works. A copy of each of the above documents shall be furnished and original shall be furnished for verification if required, which shall be returned immediately after verification.

4.1.2 Financial Prequalification:**Average Annual financial turnover of the bidder during the last three years ending 31.03.2016 shall be atleast Rs 57,00,000/- as certified by audited balance sheet.**

	INR	USD	Euro	Jap. YEN	Pound Sterling
Average Annual financial turnover during the last 3 years	5700000	83761	78619	9503168	69127

HPCL reserve the right to assess the capability and capacity of the bidder for execution of the project by taking into account various aspects such as concurrent commitments and performance, etc of the Bidder, should the circumstances so warrant such assessment in the overall interest of the project. They also reserve their rights to reject any bid received at

Hindustan Petroleum Corporation Limited

(Central Procurement - Refineries)

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CPO-Refineries

Notice Inviting Tender

its discretion without assigning any reason whatsoever. Purchase order copies of foreign refineries (duly notarized and translated in English Language) with contact telephone, fax and e-mail ID etc. to be necessarily provided. HPCL reserves the right to use in-house information for assessment of Bidder's capabilities.

- 4.1.3** Bidder shall furnish documentary evidence by way of copies of Purchase Orders, completion certificates and balance sheet or Audited Financial Statements including Profit and Loss Accounts, duly audited and certified by way of signing and stamping the documents by the registered auditor, Certificate from Bank etc. along with the Bid to establish Bidder's conformance to Qualification Criteria.

The above criteria's to be met for qualification of applicants. Failure to meet the above Pre-Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. HPCL reserve right to complete the evaluation based on the details furnished without seeking additional information from the vendor Bidder shall submit the supporting documents duly notarized as proof of meeting Experience, technical & financial criteria of the tender. Bids submitted without notarization may be rejected without any notice

Bidder shall provide postal address, E-mail address, contact details of their customers whose documents are submitted as proof of meeting the PQC of the tender. HPCL has right to contact the clients of the bidder for seeking their feedback on the performance. If vendor wants to send specific technical confidential documents then he can send only confidential documents to navneetsingh@hpcl.in and ktm@hpcl.in. HPCL's decision is final with regard to acceptance or rejection of the bid, if the feedback received from customer of bidder is not satisfactory.

Bidder shall meet all the above conditions to qualify their bid. In the event of bidder not meeting any of PQC conditions, the bid submitted shall be summarily rejected.

4.1.4 Number of vendors required:-

1 vendors for Mumbai refinery and 1 vendor for Visakhapatnam Refinery. HPCL can have one vendor for both refineries also.

4.1.5 Evaluation Criteria:- Item wise lowest basis.

5.0 EMD

Tenders received without Earnest Money Deposit will be rejected. The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises in India
- ii. Vendors registered as Micro/Small Enterprises (MSEs) or National Small Scale Industries Corporation (NSIC) in India. For this purpose, in the event of the tendering company being a Public Sector Enterprise in India, a declaration to that effect and in the case of Vendors registered with NSIC or a MSEs, a copy of the registration certificate or acknowledged copy of Entrepreneurs Memorandum Part II (EM – II) should be submitted.

EMD can be submitted:-

By way of pay order/demand draft or non-revocable bank guarantee on **any scheduled bank (other than cooperative banks)** and valid for Six (6) months from the due date of submission of bid.

If the EMD in physical form does not reach before due date and time, such bids will not be considered at all.

Scanned copies of EMD should be uploaded along with bidding document on <http://etender.hpcl.co.in>

EMD in physical form shall be submitted to the following office on or before due date and time/extended due date and time as the case may be. The Envelope should indicate as **"Tender No. 16000221-HD-10157/NS for Biennial Rate Contract for supply of Equilibrium Catalyst (E-CAT) for HPCL Mumbai and Visakhapatnam Refineries, Tender Due date: February 20, 2017 at 13:30 HRS IST.**

Hindustan Petroleum Corporation Limited

(Central Procurement - Refineries)

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CPO-Refineries

Notice Inviting Tender

If applicable, valid EMD amount received by HPCL either thru electronic receipts or other acceptable means, on or before the due date/ time will be considered as if the same is received with the Bid. Refund of EMD may be through e payment or cheque.

If the EMD is not in line with the amount called for, the EMD will be returned to the tenderer and online bid would be rejected. Vendor to contact undersigned for submitting EMD if needed.

Navneet Singh, Senior Category Executive

New Admin Building (Room No. 251)

Materials Department, Hindustan Petroleum Corporation Ltd,

Mumbai Refinery, B D Patil Marg, Mahul, Mumbai-400 074, India

Email: navneetsingh@hpcl.in. Ph: +91 22 25076806, +91 22 25076825

Or

G.M. Materials

3rd Floor, New Admin Building

HPCL Refinery, B D Patil Marg, Mahul

Mumbai – 400074, India

Or

EMD shall be dropped in the Refinery Purchase Tender box (Box No. 2) kept at the Refinery Main Gate, on or before due date or extended due date, and time.

All foreign bank guarantees will be confirmed by a bank located in India acceptable to the Corporation. Foreign Bidders should submit the Cost of EMD by demand draft or non-revocable bank guarantee (as per the enclosed format) from the correspondent bank (of their overseas bankers) in India. The correspondent bank should be a scheduled bank as notified by Reserve Bank of India.

EMD will be forfeited if

1. Bidder withdraws their offer during the period of validity.
2. In case of the successful bidder if he fails to furnish the security deposit as required.
3. Any other reason warranting the forfeiture of EMD at the sole discretion of HPCL.
4. In situations of unwillingness of tenderers to participate in Reverse Auction if applicable (Refer Page 1), after technical acceptance, but before commencement of Reverse Auction, EMD to be forfeited.

6.0 INTEGRITY PACT (IP):

Uploading of integrity pact is mandatory in the e Procurement application. The IP shall be digitally signed by the bidder and there shall be no requirement for physical/digital signature of witnesses.

The Integrity Pact digitally signed by the authorized official of HPCL and the Contractor, will form part of this contract / supply order/ sale order as applicable. **Non submission of IP along with tender would lead to outright bid rejection.**

The bidder shall comply with the requirements of the Integrity Pact enclosed with the tender.

Proforma of Integrity Pact , which is issued along with the bidding document shall be submitted by the bidder on or before due date to HPCL. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

7.0 Bids shall be submitted in <https://etender.hpcl.co.in> only. For any website related technical issues, HPCL Help Desk No. is **022-41146666**

- (a) Unpriced part of the Bids shall be opened at 1330 Hrs IST, on the last date for submission of bids, bidders can witness the same in the portal. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Hindustan Petroleum Corporation Limited

(Central Procurement - Refineries)

B D Patil Marg, Mahul, Mumbai-400 074

Phone : +91-22-2507 6806/25076825 Fax : +91-22-25541054



CPO-Refineries

Notice Inviting Tender

(b) Telex / Telegraphic / Fax / E-mail bids shall not be accepted.

- 8.0 If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract
- 8.1 By submitting the bids the Bidder to gives a declaration that they have not been banned or delisted by any government or quasi government or PSUs. If a bidder has been banned by any government or quasi government or PSUs, please note that it may not necessarily be a cause for disqualifying bidder. However **if this declaration is not given, the bid will be liable to be rejected as non-responsive.**

9.0 Validity of PO:-

2 years from date of LOI/PO or Supply of entire quantity as per PO. Validity of PO may be extended accordingly. Full financial limit or quantity may or may not be consumed and material shall be delivered only after obtaining the release PO or call up letter from HPCL engineer in charge.

- 9.1 DELIVERY PERIOD: Delivery period is the essence of our tender. Delivery period required by HPCL is as follows:
4 weeks at site from the date of callup, Blanket release PO (Blanket release POs are separate POs which are linked to the original order number) or call up letter or verbal intimation(in case of system failure) for both refineries.

Delivery period shall be a rejection criteria, however acceptance of bids quoted by the vendors beyond the required delivery period shall be at the discretion of HPCL. Indent will subsequently be released after placement of order as per HPCL requirement.

9.2 RIGHT TO ACCEPT / REJECT THE TENDER

HPCL reserves the right to accept / reject any or all the bids including the lowest bid without assigning any reason whatsoever. The decision of HPCL shall be final and no correspondence will be entertained in this regard. Communication would be sent to all vendors conveying reasons for cancellation of tender

In the case of public tenders, the Bid Evaluation Report shall be available, to all qualified bidders on demand at a price to be fixed by the HPCL, provided the bidders themselves have no objection to the details of their financial status being revealed. In any case, the technical evaluation part of the report can be made available to the qualified bidders on demand at a price to be fixed by HPCL. The disqualified bidder in the case of public tenders may demand and be given at a price to be fixed by HPCL, the reasons for disqualifying them.

- 9.3 **The contents of this NIT shall prevail, in case of any contradiction with the clauses mentioned elsewhere. List of Stipulations/Deviations if any to the tender, referring the relevant clause number should be uploaded as a separate attachment or mentioned online in the tender.**

Vendors not meeting our delivery period or our technical specifications or not in right format of quoting may lead to rejection. All tender terms and conditions including scope of job, other attachments wherever applicable will remain valid in purchase order also.

9.4 REJECTION CRITERIA

The mandatory conditions, for deviations to any of which the offer may stand rejected are:

- Non-submission of offer made in 2 (two) parts as specified in the tender
- Non-submission of EMD and EMD value as specified in the tender
- Telex / Telegraphic / Fax / E-mail bids shall be rejected
- Revealing prices directly or indirectly in the un-priced bid
- The price bid should not contain any conditions. Any pre-conditions in the priced bid will make the bid liable for rejection
- Non-submission of Integrity Pact on or before tender due date and time.
- Non-submission of bidder declaration.
- Not meeting the technical specifications.
- Non-submission of complete documentation towards Prequalification Criteria.
- Not meeting the Prequalification Criteria based on documentation submitted with the bid.

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Notice Inviting Tender

- Non-acceptance of submission of Security Deposit, Performance Bank Guarantee as specified in the tender, in the event of placement of Purchase Order.
HPCL decision in this matter is final.

Stages of Tender Opening:

(i) Stage-I – Pre-qualification / Technical Bid Opening:

Unpriced bids of the parties qualified in EMD shall be opened.

Prequalification documents will be checked by HPCL officials during technical evaluation. HPCL's decision on compliance of pre-qualification criteria shall be final. Deviations if any, shall be indicated separately online. Such deviations may lead to loading of prices or rejection of offer, at the sole discretion of HPCL without any reference to the bidder.

(iii) Stage -II – Reverse Auction / Priced Bid Opening:

HPCL may or may not open the Priced Bid of qualified bidders received in online Form. HPCL reserves right to adopt 'reverse auction' process for selection of lowest bid. In case HPCL decides to open priced bid received in online Form, the date and time of opening of the **Priced Bid** will be intimated to the qualified bidders only through e-mail.

Salient Terms & Conditions of this Tender:-

I. GENERAL PURCHASE CONDITIONS:

For any contracts/Purchase agreements HPCL's General Terms & Conditions [enclosed shall solely apply]. Payment terms are as per HPCL's General Terms & Conditions if specifically not mentioned elsewhere in tender.

II. PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:

During the execution of order if the vendor fails to deliver any or all the goods within the time period (s) specified in the contract., HPCL may deduct from the contract price, as liquidated damages @ 0.5% per week of delay subject to a max., of 5% of the order value for delayed delivery. Please refer HPCL's General Terms & Conditions of supply.

III. PERFORMANCE BANK GUARANTEE IF APPLICABLE:

~~The supplies/services made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 24 months from the date of PO. During this period, Vendor shall arrange to replace any rejected material free of cost if required You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period." The total validity of BG is 28 months from PO date including claim period.~~

IV. 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 Rs. 50,000/- and in the form of Demand draft / Bank guarantee beyond Rs. 50,000/-.
Demand Draft/BG should be drawn on Scheduled Banks, other than co-operative bank. ~~All foreign bank guarantees will be confirmed by a Scheduled Banks, other than co-operative bank located in India acceptable to the Corporation.~~

V. COMPOSITE PERFORMANCE BANK GUARANTEE:

~~Composite PBG for 10% of 3 months contract value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted Such composite PBG shall be valid upto a period of 28 months from PO date including 1 month of claim period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).~~



Notice Inviting Tender

VI. DEFECT LIABILITY PERIOD IF APPLICABLE:

The contractor shall guarantee the work executed and submit BG for a period of 28 months from the date of PO to cover all supplies provided under the said PO as above

VII. ARBITRATION:

Refer detailed Arbitration clause as per clause of General Terms & Conditions of supply which will solely be applicable. Please refer HPCL's General Terms & Conditions as attached in annexure.

In case of contracts/agreement to be executed between Public Sector Enterprises / Government Departments, the following clause will be applicable.

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and

Conclusively. The said appeal should be filed within the period specified in the award of the arbitrator."

VIII. RISK PURCHASE CLAUSE:

Refer detailed Arbitration clause as per General Terms & Conditions. Please refer HPCL's General Terms & Conditions of supply.

IX. BANK GUARANTEE FOR FREE ISSUE MATERIAL:- Not Applicable

ECAT SPECIFICATION DETAILS

Mumbai Refinery:-

PROPERTIES	HPCL SPEC
MAT (ASTM), wt%	>= 68
CRC wt%	<0.2
Pore Volume, cc/gm	To be reported
Apparent Bulk Density, gm/cc	To be reported
Total Surface Area, m2/gm	To be reported
Chemical Analysis, Al2O3 content(wt%)	To be reported
Ni, ppm	<1000
V, ppm	<1000
Na2O ppm	To be reported
Rare Earth, wt%	0.8-1.2
Fe, wt%	To be reported
Pt, ppm	To be reported
Sb, ppm	To be reported
APS, wt%	75-95
0-20 microns	2 max
0-40 microns	5 to 15
0-80 microns	45 max
ZSM-5 content	To be reported
Si/Al content	To be reported
Copper content	To be reported

Visakhapatnam Refinery:-

E-CAT properties should be in the range of MAT: 68 minimum, Ni + V: 800 ppm maximum. E-cat analysis report to be submitted along with each un-priced bid and also along with each indent.

NOTES TO VENDOR:

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1. This tender enquiry is for supply of spent catalyst for a period of two years from the date of PO. Material will be procured on as and when required. Full quantity or financial limit may or may not be utilised. Vendor will be intimated to arrange material vide blanket release PO (separate PO's linked with original purchase order i.e rate contract PO) or call up letter or verbal intimation (in case of system failure).
 2. Vendor shall refer the specification sheet sent along with tender enquiry for details of the catalyst. Vendor to supply batch wise specification sheet and test certificate with the supply. The batch samples can be tested randomly by HPCL, to verify the quality specs.
 3. Vendor shall provide test certificate and MSDS along with the material. Non-availability of these documents may lead to rejection of material at our end.
 4. Vendor shall hand over MSDS and Test certificates and other technical documents pertaining to material to Warehouse-in-charge of refinery main warehouse and not to any other department. This is to ensure that the inspection is carried out with all the relevant documents available with Warehouse.
 5. All commercial documents (except Excise Invoice i.e Duplicate for Transporter copy) pertaining to this purchase order shall be routed to Manager-Disbursement, Refinery Finance Department. Excise Invoice i.e Duplicate for Transporter copy, if applicable shall be forwarded to refinery main warehouse at the time of supply of material.
 6. Any Technical deviation /clarification shall be mentioned in the quotation and the same shall be sorted out with the concerned personnel mentioned below who will coordinate with the respective Users and clarify the same. Queries will not be entertained after the placement of PO. Vendors who needs clarification before sending quotation/offer, shall send their queries before 2 days (aleast) from the tender due date. Last moment clarification will not be entertained.
 7. Material shall be properly packed to avoid damages during transit.
 8. Vendor shall ensure that the transporter's copy of Excise invoice (if applicable) is forwarded along with material supply. Excise Invoice i.e Duplicate for Transporter copy shall be forwarded to refinery main warehouse at the time of supply of material.
 9. DELIVERY PERIOD: Delivery period is the essence of our tender. Material shall be delivered to HPCL, Mumbai refinery within 4 weeks from placement of Blanket release PO (Blanket release POs are separate POs which are linked to the original order number) or call up letter or verbal intimation(in case of system failure).
- PRICE REDUCTION CLAUSE:
- In case of delay in delivering the Quantities specified in any Indent, Price Reduction shall apply @0.5% of the undelivered value of the respective Indent per week or part thereof, subject to Maximum of 5% of the undelivered value of the respective Indent.
10. Vendor shall provide test certificates and other relevant documents as per standards at the time of delivery of material.
- Vendor to supply batch wise test certificate when the material is delivered to HPCL. E-cat bags to be supplied with wooden pallets for ease of handling.
11. If any rejection is found vendor shall have to replace the rejected material within 10 days from date of intimation letter from Main Warehouse. Vendor shall send his authorised personnel to sign on the out-going gate passes for collecting the rejected material. In case the vendor does not replace or withdraw the rejected lot within 15 days, HPCL shall not be responsible for the loss of material.
 12. Material shall be supplied with wooden pallet and shall be delivered in trailers/trucks with side opening. This is required to unload the material easily with the forklift. Material will be unloaded by HPCL.
 13. Vehicles with CNG/ Petrol driven engines is not allowed inside refinery premises.
 14. Due to security reasons, any person delivering material to Warehouse shall have valid identity cards of their respective company. Without valid identity card, CISF personnel will not allow any person to enter the refinery.

15. Material shall be delivered to HPCL Refinery Main Warehouse only on working days (i.e excluding Saturdays and national holidays), unless specified to the contrary and shall reach warehouse before 1500 Hrs.

16. Vendor shall contact the following personnel/Department for any queries:

Technical Enquiry:

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- A. Mr S Jangarajan, Chief Manager Warehouse, Ph: 25076833, Email: sjangarajan@hpcl.co.in
 - B. Mr Abhishek Jaiswal, Dy Manager-Refinery Warehouse, Ph: 25076821, E-mail: abhishekjaiswal@hpcl.co.in
 - C.. Mr Ashish Rawal, Sr Officer Warehouse, Ph:022-25076826, Email: ashishrawal@hpcl.in

Material Receipt/Rejection/Approval enquiry:

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- A. Mr R D Bhingaradeve, Manager Warehouse, Ph: 25076816, Email: rdbhingardeve@hpcl.co.in, Telefax: 022-25545367

Octroi clearance (if required) related enquiry:

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- A. Mr R D Bhingaradeve, Manager Warehouse, Ph: 25076816, Email: rdbhingardeve@hpcl.co.in, Telefax: 022-25545367

Vendor shall email/fax the Invoice copy and LR to the warehouse in-charge after the despatch of goods for octroi payment.

Commercial Enquiry:

Mr. Navneet Singh, Senior Category Executive, CPO-Refineries, Email: navneetsingh@hpcl.in, Ph: 022 25076806

Mr. K. Thirumurugan, Chief Category Manager, CPO-Refineries, Email: ktm@hpcl.in, Ph: 022 25076825

Enquiry related to change in address / contact nos.:

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- A. Mr C Hembram, Sr Manager Vendor Management, Ext: 25076802, Email: chembram@hpcl.co.in

Payment/Form-C/Sales/Excise Duty Issues related Enquiry:

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- A. Mrs Hemlata Samant. Manager-Finance, Ph: 25076541, 25076533/6516/6538 Email: hemplataas@hpcl.co.in

17. Vendor shall despatch the material through reliable transporter on door delivery basis and shall follow the Road Map to HPCL Mumbai Refinery (attached with tender enquiry) for ease in delivery.

18. For SMOOTH ENTRY AT REFINERY MAIN GATE, Vendor shall clearly mention the Purchase order no. on the delivery challan and shall instruct his transporter to contact the following persons (for Refinery Main warehouse orders only) from CISF Main gate.

- A. Mr R D Bhingaradeve, Manager Warehouse, Ext: 6816
- B. Receiving section, Warehouse : 022-25076817 / 18

19. Gate Entry Procedure for Vendor's information and compliance:

Step 1: After reaching at main gate of Mumbai Refinery, Vendor shall go to respective pass section ((Vehicle pass section for material brought by vehicle) and (Visitor Pass Section for Material brought by Hand)) and call the following persons for entry permission

- A. Mr R D Bhingaradeve, Manager Warehouse, Ph: 25076816
- B. Receiving section, Warehouse : 022-25076817 / 18

Step-2 (Security check of Vehicle and Material)

- a. CNG/Petrol Vehicle is not permitted inside the Refinery.
- b. Material shall be dispatched through reliable transporter and the vehicle should be roadworthy.
- c. The following shall be checked by CISF Constable at the gate before the entry.
 - Vehicle registration details and PUC.
 - ID proof of Driver/Cleaner such as driving license, election card, pass port etc.

- Availability of Fire Extinguisher, spark arrester, stephney etc., inside the vehicle.
- Objectionable materials such as Match box, lighter, crackers and mobile phone etc., are not allowed to be carried inside the Refinery.
- d. Material check as per Challan/Invoice.
- e. Further verification by Security Shift In-charge.

Step-3 (Preparation of In-coming gate pass at pass section)

- a. In-coming gate pass shall be prepared at the pass section.
 - First preference is being given to HPCL Material. Provided a separate Queue for In-Gate Pass.
- b. Online material entry must be done on the same day by the vendor. No post dated entry will be permitted.

Step-4 (Gate Entry)

Final verification by Security Shift In-charge

20. Vehicles entering the Refinery shall not exceed the speed limit of 20 KMPH. Exceeding speed limit guidelines will be considered as violation of safety norm and disciplinary action will be taken against the Driver

Supplies Scope HPCL-VR

Notes to Agency:

4.1. Vendor shall furnish the following documents along with each shipment (at no extra cost):

- a) Test certificate for the supplied E-cat
- b) MSDS

4.2. The vendor should dispatch the E-cat within 4 weeks from the date of placement of formal Indent for specified quantity of E-cat.

4.3 The E-CAT should be adequately-packed to ensure that there is no leakage during transportation. In case of any defect in the supplied catalyst during transportation, the vendor should replace the defective / damaged lot of the E-cat at no extra cost to HPCL.

4.4. If any rejection is found, vendor shall have to replace the rejected material within 30 days from date of intimation letter.

4.5. The required quantity would be intimated from time to time and it is to be dispatched as per the indents. The number of indents will be limited to maximum 8.

4.6. The E-cat bags to be supplied with wooden pallet and it should be delivered in trailers/trucks with side opening possible. This is to ensure that the catalyst bags can be unloaded easily with the forklift.

4.7. Validity of order shall be two years from the date of placement of Order.

I. TECHNICAL:

Supply shall be against HPCL indents only as and when required.

Agencies should follow delivery instructions as per indent.

Agency should submit MSDS as per the enclosed form.

Agency should indicate, for information, the location from where material would be despatched.

2.0. IMPORTANT NOTES/ SPECIAL TERMS & CONDITIONS:

2.1. MATERIAL SPECIFICATIONS:

2.1.1. The Vendor shall necessarily quote for the Item with Specifications exactly as stated in HPCL's RFQ, without any deviations whatsoever, failing which the Bid of the Vendor shall be summarily rejected, without any reference to and/ or correspondence with the Vendor.

2.2. RATE CONTRACT:

2.2.1. HPCL intends to finalise a Rate Contract, for supply of the Item specified in this Price Enquiry (also referred to, interchangeably, as 'RFQ'), as follows, and the Vendor shall necessarily accept these conditions, failing which the Bid of the Vendor shall be rejected:

2.2.1.1. The Validity of the Order shall be for period of TWO YEARS, from the date of the PO.

2.2.1.2. The Quantity specified in this RFQ is the Estimated Requirement for two years - it is approximate and purely tentative.

2.2.1.3. HPCL-VR shall NOT be bound/ obligated to procure any minimum quantity (either on a per month basis or on an overall basis) of the Item nor any minimum value of material and HPCL-VR does not assure nor guarantee availing / consumption of any minimum Financial Limit, from the Vendor on whom the PO is finalised.

2.2.1.4. HPCL-VR shall inform the Vendor of its requirements, from time to time, by way of INDENTS.

2.2.1.5. The Vendor shall mention the HPCL's INDENT No. on all their documents and correspondence without fail. Documents without INDENT Nos. shall be liable for rejection.

2.2.1.6. The Vendor shall follow & adhere to the delivery schedules as mentioned in HPCL-VR's INDENTS.

2.2.1.7. The Vendor shall monitor the quantities supplied against each INDENT and ensure that INDENT Quantity of any specific INDENT is completed fully, before material is dispatched against the next INDENT.

2.3. BASIS OF RATE:

2.3.1. The Item should be delivered at HPCL's Visakh Refinery. That is, Transportation and Transit Insurance, is a part of the Vendor's scope of supply, and the Price-Terms shall be 'F.O.R. - HPCL, Visakh Refinery'.

2.3.2. The Vendor should quote their Basic Unit Rate for Supply of the Item specified in this RFQ.

2.3.2.1. The Basic Unit Rate should include the Cost of the Chemical, Packing, Forwarding, Freight and Transit Insurance, for delivery on 'F.O.R.-- HPCL, Visakh Refinery' basis.

2.3.2.2. The Vendor should clearly specify the Taxes and Duties that are applicable on this Basic Unit Rate, along with the Rates/ Percentages that are presently applicable.

2.3.3. No Amount other than the Basic Unit Rate and the Taxes and Duties specified under Clause Nos. 2.3.2.1 & 2.3.2.2, shall be payable by HPCL-VR, to the Vendor.

Supplies Scope HPCL-VR

2.4. ALLOCATION OF QUANTITIES:

2.4.1. The Total Estimated Quantity specified in this RFQ is proposed to be ordered on 1 Vendor. The Order will be placed on the lowest Vendor with the rate accepted by HPCL-VR for 100% of the Total Estimated Quantity specified in this RFQ.

2.4.2. However, HPCL reserves the right to allocate the Total Estimated Quantity specified in this RFQ to the lowest Vendor(s).

2.5. DELIVERY: Since this shall be a Rate Contract, NO Material should be delivered immediately on receipt of a PO. Instead, the material should be delivered against HPCL-VR Indents ONLY, as & when specified by HPCL-VR, during the Validity of this Rate Contract. The Date of receipt of the Material at HPCL-VR shall be reckoned as the Date the Material has been delivered.

2.6. PRICE REDUCTION CLAUSE: After placing PO, in case of delay in delivery, beyond the delivery time stipulated in Clause No.2.5.2, Price Reduction shall apply at 0.5% of the Total Undelivered Value of the respective Indents per week or part thereof, subject to a maximum of 5% of the Total Undelivered Value of the respective Indents.

2.7. PAYMENT TERMS: Payment shall be made thru e-payment, within 15 days after receipt of bill, along with proof of dispatch.

2.7.2. Partial Payments shall be allowed.

Supplies Scope HPCL-VR

2.8. OTHERS:

2.8.1. The Original Manufacturer's Material Test/ Quality Certificates must accompany each consignment of supply.

2.8.2. The Vendor shall ensure that their truck operating personnel follow all Safety Rules and Regulations of HPCL, as given in the attached Form No: WH-002.

3. The Trucks carrying the material shall be weighed at HPCL Weigh Bridge. The lower value of the TWO weighments, i.e., weight as per the Vendor's weighbridge and weight as per HPCL Weigh Bridge shall only be taken into consideration for payment.

3.1. The Tank-trucks should have standard size unloading flanges, to enable HPCL-VR to use the permanent unloading facilities available at our operating Unit.

4.0. At any point of time after opening of the Un-Priced Bids, if the Demand Draft/ Pay Order submitted towards the Cost of the Tender Document and/ or the Demand Draft/ Pay Order/ Bank Guarantee submitted towards EMD, is found to be not authentic, the Bids of such Vendors shall be summarily rejected, without any reference to and/ or correspondence with the Vendor.

5.0. TERMS OF BUSINESS:

5.1. The term 'HPCL' means 'Hindustan Petroleum Corporation Limited' and includes successors and assignees.

5.2. The term 'Vendor' means the Vendor, firm or company, who has submitted their Bid in response to this Price Enquiry/ RFQ and / or whose Bid has been accepted by 'HPCL'. The term 'Vendor' includes Vendor's legal heirs, representative, successor (s) and permitted assignees.

5.3. The 'Vendor' warrants that, use or sale of the materials specified herein, will not subject 'HPCL' to changes or patent infringement. The 'Vendor' further agrees to hold 'HPCL' harmless of any or all results of such charges.

5.4. The materials supplied must not be in excess of the quantities ordered, must be of the required quality and must meet the specifications given by 'HPCL' fully, failing which the materials will be returned at Vendor's expenses.

5.5. Materials should be shipped to 'HPCL', in such form that the total freight charges are minimum, keeping in mind that the delivery in excellent conditions is of prime importance.

5.6. 'HPCL' reserves the right to suspend the execution of the Purchase Order, in the event of strike, accidents or any other contingencies, which are beyond HPCL's control.

5.7. If the services/ materials ordered are not delivered by the 'Vendor', as per the terms specified in the Purchase Order, 'HPCL' reserves the right to cancel the Purchase Order, without prejudice. The costs and expenses, if any, resulting from such cancellation of the Purchase Order, shall be to the Seller's account.

5.8. Vendor's ECC Registration No., CST Registration No., and AP VAT Registration No. (TIN No.), should be quoted on all copies of their Invoices.

5.9. HPCL-VR's Warehouse is open, to receive materials, on all working days, between 8.30 AM to 3.00 PM. No goods will be accepted after 3.00 PM.

5.10. The payment of bills will be made by e-payment.

Tender No. : 16000221-HD-10157



Tender Published On : 23-Jan-2017 14:28

Important terms conditions				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Important terms and conditions	IMPORTANT NOTES TO BIDDER.pdf	-	No

IMPORTANT NOTES TO BIDDER

1.0 BID SUBMISSION:

- a. **This is only a Tender Enquiry and not an order.**
- b. The tender should be submitted online at website <https://etender.hpcl.co.in> only, by the due date and time, as specified in the tender. Late / delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the HPCL website (<https://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
- c. Partially completed / incomplete tenders shall not be considered.
- d. All communication regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system at Website <https://etender.hpcl.co.in>
- e. The bidder should register on <http://etender.hpcl.co.in> as well as should have digital certificate to download the bid <http://etender.hpcl.co.in> & participate in e-tendering. In case vendor has already registered in HPCL, then he can submit bid through his current vendor code as tender would already be available in his e-tender menu.
- f. The tender documents should be digitally signed and uploaded unless stated otherwise. Updation of such documents would be deemed as your acceptance of all our terms and conditions of the tender unless clearly stated as deviations and submitted along with the tender online.
- g. Pre Bid Meeting:-The pre bid meeting (If Applicable->Refer NIT) would be held at conference hall of fire station or in the conference hall of Gate building at HPCL Mumbai Refinery. The date and time would be as per NIT. Exact location would be informed to interested bidders when they request for Gate pass (From persons to contact for Commercial queries).

Notes:

- a. HPCL reserves the right to evaluate the bids containing deviations having financial implications after adding the costs for such deviations as determined by HPCL.
- b. HPCL reserves the right to complete the evaluation based on the details furnished without seeking and additional information. It is the bidder's responsibility to furnish unambiguous bids.
- c. **The un-priced bid should not contain any prices. In case prices are found in this bid, your bid will not be considered and will be rejected.**
- d. The prices quoted by the bidder shall remain firm and valid till complete execution of the contract.
- e. It may be noted that Income tax at the prevailing rate will be deducted from contractor's bill as per the prevailing Income Tax Act if applicable.
- f. **CURRENCY OF BID:** Prices shall be quoted only in Indian Rupees for public tender or other currencies in global tender (Refer NIT). The price bid should not contain any conditions. Any pre-conditions in the priced bid will make the bid liable for rejection.
- g. HPCL reserves the right to reveal the contents of the bid documents submitted by the bidder / tenderer during the process of opening of witness bid as per prevailing policy of the corporation unless stated otherwise.
- h. Deviations, if any, have to be given separately. HPCL may at its discretion accept or reject any deviation/s from technical or commercial terms & conditions offered by the bidder
- i. Deviations having commercial implications if accepted, shall be suitably loaded for evaluation purpose
- j. Total Scope has been defined in the tender document. Bidder should not be under liquidation, court receivership or similar proceedings.
- k. Vendor to quote as per the requirements and terms and conditions of the Tender Document including all the enclosures and not to stipulate deviations or exceptions unless it is extremely un-avoidable. Once quoted, the vendor shall not make any subsequent price changes, whether resulting or arising out of any technical or commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the vendor offer unless any amendment to tender document is issued by HPCL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by vendor are not accepted by HPCL and are required to be withdrawn by vendor in favour of meeting the requirements and complying to the terms and conditions of the tender document. Any unsolicited proposed price change by the vendor is likely to render the vendor offer liable for rejection.

2.0 Delivery/LD applicability: As in Tender Job scope.

"CLARIFICATORY NOTE ON TOTAL CONTRACT VALUE"

Liquidated Damages / Price Reduction are referred to as a percentage of total contract value

THE CONTRACT VALUE: DEFINITION

- i. MATERIAL SUPPLY CONTRACT: The contract value would mean the basic cost excluding taxes, duties, levies, freight etc.
- ii. SERVICES/JOB/WORKS CONTRACTS: The contract value would mean the total cost inclusive of taxes, levies and all other costs at which the contract is awarded but exclusive of value of items in scope of Corporation's supply.

iii. LUMPSUM/TURNKEY CONTRACTS: The contract value would mean the total cost and all other costs inclusive of taxes, duties, levies, freight etc.

NOTE 1. In cases of material supplies/Turnkey/job/works contracts where the certain imported components are involved, the total contract value for recovery of Liquidated Damages / Price Reduction shall include Foreign Exchange variations. Similarly in respect of contracts involving imported components to be supplied over a specified period, it may have been agreed to as part of the original contracts that exchange rate variations upto the specified period are reimbursable. In such cases the total contract value for LD / Price reduction purposes will have to include the exchange rate variations upto the period agreed to be reimbursed by the company in terms of the contract.

NOTE 2. The total contract value for levy of LD / Price reduction shall include types of escalations agreed to in terms of the contract awarded.

NOTE 3. In all cases the percentages to be levied shall be either as per general terms and conditions attached to this tender.

In case of LD on undelivered portion if applicable in this tender kindly note:-

Undelivered quantities are required to be ascertained at the time of each consignment made after scheduled completion time and period of delay would be calculated for each individual consignment supplied after the scheduled date of delivery. In other words, LD / Price reduction would be applied on diminishing balance of undelivered quantities for the period of actual date of supply less last date of scheduled delivery for each consignment supplied.

3.0 In case the order is a standing order/ Rate contract, Vendors to note:-

- The Quantities which have been indicated in the PO. are approximate and purely tentative.
- HPCL is NOT bound / obligated to procure any minimum quantity of any item nor any minimum value of material and HPCL does not assure nor guarantee availing / consumption of any minimum Financial Limit.
- The Items shall be requisitioned as and when the need arises and the Actual quantities required shall be communicated to the Vendor from time to time by way of Indents. Agencies should follow delivery instructions as per indent/CALLUP.
- The Vendor shall mention the HPCL's INDENT No. on all their documents and correspondence without fail. Documents without INDENT Nos. shall be liable for rejection.
- The normal requirement of the chemical will be distributed between the agencies available, taking the delivery period as per the orders into consideration.
- Accordingly, agencies. will be required to deliver each indent quality between the indent date and the required date, as per the indent. Extra requirement of the chemical, if any, that may arise during the course of the month, will be met thru additional indents, which will be issued by us & will have to be executed by the agencies concerned, as & when required.

However, the quantity mentioned above is purely indicative. As such, HPCL shall have no obligation to procure any minimum quantity (unless stated otherwise) nor any limitation with regard to any maximum quantity that can be indented. Also the agency shall monitor the quantities supplied against each indent and ensure that supply of quantity against any specific indent is fully completed, before material is dispatched against the next Indent. Further, the agency shall ensure that the total quantity supplied shall not exceed the quantity mentioned in the Purchase Order.

4.0 Additional Information

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

“Affiliate” of a Party shall mean any company or legal entity which:

- a. controls either directly or indirectly a Party, or
- b. which is controlled directly or indirectly by a Party; or
- c. is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party.

“Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

4.2 Bids may be submitted by:

- a. a single person/ entity (called sole bidder);
- b. a newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;

- c. a consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d. an Indian arm of a foreign company.

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

- a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.
- b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria.

If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

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

1. Each member in a consortium may only be a legal entity and not an individual person;
2. the Bid shall specifically identify and describe each member of the consortium;
3. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
4. One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
5. this prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
6. the prime member shall fulfil each eligibility criteria;
7. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
8. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
9. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
10. No consortium member shall hold less than 25% stake in a consortium;
11. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
12. Any person or entity can bid either singly or as a member of only one consortium.

d. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

5.0 INSTRUCTIONS REGARDING SUBMISSION OF BIDS:

- i. **BID SHALL BE SUBMITTED UNDER 2-BID SYSTEM in the e-tender <https://etender.hpcl.co.in> system only as mentioned above**
EMD : Submit to GM Materials

PART – I IP + UNPRICED BID AND PART-II PRICED BID in the e-tender <https://etender.hpcl.co.in>

ii. **CURRENCY OF BID:** Prices shall be quoted only in Indian Rupees or applicable currency (Global tender).

HPCL Help Desk No. for any website related technical issues/ help is 022-41146666

5.1 Validity

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

5.2 Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <https://etender.hpcl.co.in>.

5.3 HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD / Tender cost wherever applicable.

5.4 **Extension of Due Date: HPCL may at its discretion extend the due date if needed. Request for extension of tender submission due date, shall be made 48 Hrs prior to expiry of due date. Requests if any received from bidders within 48 hours of tender submission due date/time shall not be considered**

5.5 Tender opening (unpriced bid as well as priced bid) will be done online. Time and dates of unpriced bid opening specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e-procurement website (<https://etender.hpcl.co.in>) for witnessing the tender opening (unpriced bid as well as priced bid in case of technically accepted vendors)

5.6 HPCL will not be responsible for the cost incurred in preparation and Submission of bids including the cost of digital certificate, regardless of the Conduct of outcome of the bidding process.

5.7 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid including costs and expenses related to visits to the site and the OWNER will in no case be responsible or liable for those costs regardless the outcome of the bidding process.

5.8 SITE VISIT

The bidder is advised to visit , if necessary , and examine the site(s) of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract . The cost of visiting the site(s) shall be at bidder's own expenses.

6.0 Procurement preference:

Purchase preference shall be considered for Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises; as per the prevailing government guidelines, rules & regulations, as applicable.

Please confirm your registration with NSIC or any other body specified by Ministry of Micro, Small and Medium Enterprises, for any / all items of this Price Enquiry if registered.

If registered, please enclose a copy of the valid registration certificate, applicable for the items offered by you.

MSE guidelines:

MSE guidelines as directed by the Government shall be adhered to.

i. 20% of Annual procurement of HPCL shall be through MSEs as far as possible under HPCL policy. Out of 20% target of annual procurement from MSEs, a sub target of 4% (i.e., 20% of 20%) is earmarked for MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender or meet the tender requirements and L1 price, the 4% sub target will be met from other General Category MSEs.

ii. MSEs shall be facilitated by providing them tender sets free of cost, exempting them from payment of earnest money deposit (EMD).

iii. The participating MSEs, within the band of L-1 +15% shall be allowed to supply a portion of the requirement by matching the price of L-1, if L-1 is from someone other than MSEs, upto 20% of the total tendered value.

Price Preference to Indian Manufacturers:

Government have decided that the domestic manufacturers of capital goods supplied to fertilizer, power and petroleum projects under international competitive bidding would be accorded a price preference to offset Central Sales Tax to the extent of 4% or actuals, whichever is less, as well as Octroi at actuals. This dispensation would be subject to 30% of local content norm as stipulated for World Bank funded projects.

6.1 Non enclosure of registration certificate or the declaration if applicable would lead to non-consideration of preference and vendor would be treated as normal vendor. No clarifications would be taken in this regard later.

6.2 Grievance Redressal: There is a Grievance Redressal Mechanism in our Corporation for vendors, participating in the tender, the details of which are available on our website www.hindustanpetroleum.com.

7.0

A firm which is not a PSU or an associate or a joint venture of a PSU and which has been engaged to provide goods or works for a project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm which is not a PSU or an associate or a joint venture of a PSU, hired to provide consultancy services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

Consultants or any of their affiliates who are not PSUs or an associate or a joint venture of a PSU will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

The above clauses, however, will not be applicable to a firm engaged in preparation of Detailed Feasibility Report (DFR) but will apply to an EPC (Engineering Procurement Contractor) or PMC (Project Management Consultant)

8.0

Taxes & Duties:

- a. Excise Duty, Central Sales Tax, VAT, Service Tax, etc. as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer submitted along with the unpriced bid, against documentary evidence to be furnished by the vendor.
- b. Corporation shall pay only those taxes, duties and levies as indicated by vendor at the time of bid submission/as agreed subsequently (prior to opening of priced bids).
- c. Taxes, Duties, and Levies **not indicated by vendor** in the unpriced Bid, but payable, shall be to Supplier's account.
- d. In case of **any increase/decrease** applicable in Excise Duty, Central Sales Tax, VAT, Service Tax etc. indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government 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 & duties on satisfactory supporting documents. In case goods are not supplied within the scheduled delivery period, then any increase in the statutory levies shall be on vendors account.
However, no escalation will be paid on account of Excise duty rate change in case turnover of the successful vendor exceeds his concessional limit and taxes, levies imposed on account of increase in the annual turnover of the successful tenderer. Escalation/ de-escalation on any other account will not be permitted.
- e. For inter-state movements, Corporation will issue **C-Form, wherever applicable**, on inter-state sales of materials. The vendor shall forward a statement indicating the dispatches made on inter- state basis to various locations, state-wise along with copy of the relevant invoices. On receipt of above statements the concerned Zonal Offices will be advised to issue the C-Forms for inter-state movements. This statement should be forwarded on a quarterly basis.
- f. Vendor shall be responsible for availing all applicable concessions in taxes, duties, levies etc. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- g. Supplier shall indicate Service Tax applicable on the services provided by them, if any.
- h. Vendor to provide required transaction document (Tax Invoice) to enable Corporation to claim Cenvat credit / Service Tax credit / VAT Input Credit. In the event of VAT set off /ITC credit become non claimable due to non-adherence of procedures at tenderers end or change in Cenvat credit/Service Tax credit/ VAT Input Credit norms, the differential shall be claimed from such tenderers.
- i. 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.
- ii. Payment will be made within 15 days of receipt of material (instead of GTC clause in this regard)
- iii. Additional entry tax ie. Octroi is applicable for any supplies made from outside Mumbai to HPCL Mumbai Refinery.

9.0

E-Procurement. Kindly note below points regarding the same:-

- All the documents like specifications / drawings etc. shall be submitted by bidder in electronic form in the e procurement portal. All documents including the Technical Specifications, Schedule of quantities, General terms and Conditions, Drawings etc. that form part of the tender document available in the e-procurement portal shall be construed to be accepted by the bidder in totality unless specifically mentioned in the Deviation form in the Technical responses.
- The tender documents and all corrigenda shall be digitally signed by the HPCL. Procurement Authority and such digitally signed documents will be considered authentic.
- The bidder shall acknowledge the receipt of tender document and provide acceptance to terms and conditions including job scope, specifications and drawings except the deviations listed by him in the deviation clause on line in e-procurement portal.
- The bidder shall complete all the processes and steps required for Bid submission. A bid shall be construed as successfully submitted only after a confirmation to that effect is displayed by our server along with the File hash for each of the bids i.e. Technical bid and Priced bid etc.
- The acknowledgement is the only confirmation which the bidder can show as a proof of participating in the tender.
- Opening of unpriced bids electronically by designated officers, in system in secured mode.

- All communication done with vendors in soft form will be acceptable and considered valid, including Tender enquiries/NIT/RFP sent to prospective vendors, responses received as Tenders/Proposals from bidders and communications during the tendering process. No hard copy confirmation will be required for the same, provided the same is properly authenticated by suitable means like digital certification as per IT act. All communication will be preferably through the e-procurement module itself.
- Tenderers shall submit bids electronically only. Since there will not be any hard copy of the tenders received, the opening of the bids on due date and time will be in the system with access passwords to the designated officers. After opening of the tender, the bids will be made available for viewing to all participating bidders of the tender. There will be a provision available in the system for the bidder to submit any confidential documents as part of unpriced bid. The document submitted in this section will not be available for witnessing by other bidders.
- If applicable, valid EMD received by HPCL or their service provider, either thru electronic receipts or other acceptable means, on or before the due date/ time will be considered as if the same is received with the Bid. Refund of EMD may be through e payment or manual cheque.
- Tenderers shall submit bids either electronically or normally. Some vendors on manual and others on electronic mode for the same tender shall not be acceptable. The original bidder can place a request for inserting a channel partner/dealer in the tender for bidding on his behalf. To facilitate this process, tenderer shall insert a new vendor (bidder) based on original bidder's request and the original bidder shall not be allowed to bid.
- Tendering and reverse auction can be operated as mutually independent events for the same tender meaning it will be acceptable to go for tenders where bids have been invited/submitted in e procurement portal and price bids of such tender have not been opened or face – to - face negotiations with L1 bidder for an electronically called bid.
- In case the tender value is Rs 1 crore and above, then uploading of integrity pact shall be made mandatory in the e Procurement application. The IP shall be digitally signed by the bidder and there shall be no requirement for physical/digital signature of witnesses.
- In case of reverse auction, prices of various bidders and L1 bid will get established only at the conclusion of reverse auction event. However in case, reverse auction option is not exercised then L1 bidder will be established based on the priced bids obtained.

10. Reverse auction. Kindly note below points regarding the same if applicable (Refer NIT):-

It is the right of HPCL to go in for the reverse auction process. Non acceptance of reverse auction could lead to bid rejection and EMD would be forfeited.

- Reverse Auction is a procurement process used to secure competitive price by on-line multi bidding among techno commercially qualified bidders. In reverse auction process, the qualified bidders get an opportunity to compete on-line in a transparent and fair manner based on the evaluation methodology stipulated in the tender without the identity of bidder getting disclosed to other participating bidders or HPCL.
- Reverse auction shall be conducted only when there are Two or more technically and commercially acceptable bidders. The auction shall be conducted through an on-line bidding software (portal) of the Corporation. The other terms and conditions in detail are as attached with tender.

11. Arbitration Clause:-

11.1 In case of contracts/agreement to be executed between Public Sector Enterprises /Government Departments, the following clause will be applicable:-

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996) shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The said appeal should be filed within the period specified in the award of the arbitrator."

11.2 In case of foreign Bidders:-

1. All disputes or differences arising out of or in relation to this contract or on account of suspension or termination of the contract shall be settled by Arbitration in India. The arbitration shall be by a Sole Arbitrator appointed by HPCL. The Sole Arbitrator will adjudicate the disputes and differences between the parties except those in respect of which, the decision of any person is, by the contract expressed to be final and binding.

2. In the event of the Sole Arbitrator to whom the matter is originally referred to, is unable to act or he/she vacates the office, HPCL, shall nominate another Sole Arbitrator to settle the said disputes and differences.
3. The second Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his/her predecessor. It is agreed between the parties that if HPCL fails to appoint an Arbitrator within 30 days of a reference made for appointment, then the Contractor/ Vendor shall write to the Chairman and Managing Director of HPCL stating about the failure and requesting for an appointment and the C&MD of HPCL shall then either appoint or ensure the appointment of a Sole Arbitrator.
4. The proceedings and award (to be in writing) shall be in English and the award shall be final, conclusive and binding on the parties to the contract subject to the provisions of the Arbitration & Conciliation Act, 1996, as in force in India and the rules made thereunder and for the time being in force. This contract shall be covered by the laws of India.
5. The award shall be made in writing and shall be published at the earliest.
6. The Sole Arbitrator shall be at liberty to appoint, if so necessary, any Accountant or Engineer or other person to assist him/her and act by the opinion so taken.
7. The Sole Arbitrator shall have powers to make one or more awards whether interim or otherwise in respect of the disputes and differences, and in particular, shall make separate awards in respect of each claim or cross claim of the parties.
8. The Sole Arbitrator shall be entitled to direct any of the parties to pay the cost of arbitration in such a manner and to such an extent as the Sole Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration, whenever called upon to do so, shall be bound to comply with such directions without any demur.
9. Notwithstanding anything contained to any other law, the parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction in respect of all or anything arising under this contract except for moving the appropriate Court for enforcement of an award.

Note: - The Appointing Authority is the Director-Refineries of Hindustan Petroleum Corporation Limited
For Indian Bidders the Arbitration clause is as per Attached GTC.



Attachments

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	BG for EMD	BG IN LIEU OF EMD.pdf	-	No
2	BG for SD	BG for SD .pdf	-	No
3	Commercial Terms and conditions Mumbai Refinery	COMMERCIAL TERMS CONDITIONS INDIAN BIDDERS-MR .pdf	-	No
4	Commercial Terms and conditions Visakh Refinery	COMMERCIAL TERMS CONDITIONS INDIAN BIDDERS VR.pdf	-	No
5	GTC for Indian bidders	GTC for Supply Indian Bidders.pdf	-	No
6	Integrity pact	Integrity Pact.pdf	-	No
7	MSDS	MATERIAL SAFETY DATA SHEET.pdf	-	No
8	Transportation VR	Regarding Transportation-VR.pdf	-	No
9	Financial PQ Certificate	Financial PQ Certificate.pdf	-	No

BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of `..... (Rupees only).

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

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

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

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

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

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

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

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

For Bank

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

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "the Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messer's a partnership firm/sole

Proprietor business/a company registered under the Companies Act, 1956 having its office at (Hereinafter called "the supplier") (Which expression shall include executors, administrators and assigns) vide order No..... dated.....

(Hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed:

- a) Not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- b) that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept Bank Guarantee for the security deposit.

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

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

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

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not

be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Supplier" and "the Corporation" Bank Guarantee for security deposit is Valid up to a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. _____ dated _____.

6. Notwithstanding anything contained herein above:

i. Our liability under this guarantee shall not exceed `

ii. This Bank Guarantee shall be valid up to and including; and

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

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

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

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

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

For Bank

(by its constituted attorney)

(Signature of a person authorized

to sign on behalf of "the Bank")*



Attachment

Commercial Terms & Conditions - Indian vendors

SI No	Description of the Terms & conditions	Vendor's offer			
1	Price Terms	Please specify the Price Terms of the materials being offered by you			
	For example: (a) Ex-works _____ (b) Free Delivery at HPCL- Refinery stores.				
2	Packing & Forwarding (P&F) Charges	Please specify whether P&F charges are Nil or Included in your quoted basic cost or Extra	(Nil)	(Included)	(Extra)
		In case P&F charges are extra, please quote in terms of ' Percentage of Basic Cost '. • This will be loaded while evaluating your offer.	_____ %		
3	Excise Duty (including Education cess) ----- CENVAT Benefit	Please specify whether Excise Duty is Nil or is included in your quoted basic cost or Extra. (As quoted in E-proc system)	(Nil)	(Included)	(Extra)
		In case Excise Duty is Extra, please specify the percentage of Excise Duty & Education Cess	_____ %		
		Please specify Excise Tariff Number for each item of this Price Enquiry.			
		Please mention the details of your registration with the Central Excise Authorities (ECC No).			
		Please confirm your acceptance that the requisite documents (i.e. the copy of your Invoice marked ' Duplicate for Transporter ') will be furnished to HPCL for claiming CENVAT benefit	(Yes)	(No)	
		In case Excise Duty is extra or included in your quoted basic cost and CENVAT benefit is being passed on to HPCL, please indicate the CENVAT component, that can be passed on to HPCL, in terms of ' Percentage of your quoted rate '.	_____ %		
		Else, please specify the CENVAT component in terms of per UNIT (e.g. Rs/Mtr or Rs/Kg or Rs/litre etc) in the Un-priced Bid , against each item separately. Please confirm.	(Yes)	(No)	
		NOTE: Please note the following points regarding Excise Duty and CENVAT: (1) The Excise Duty will be loaded while evaluating your offer. (2) In case, you are passing on the CENVAT benefit to HPCL, the CENVAT amount (If applicable to HPCL), mentioned by you, will be off-set, while evaluating your offer. (3) In case, you are NOT passing on the CENVAT benefit to HPCL, your offer will be evaluated without off-setting the CENVAT component (4) Upon placement of the PO, while making the supplies, in case it is observed that the CENVAT documents are not furnished or CENVAT amount, as per the documents furnished by you, is less than that quoted above, the differential amount will be deducted from your bills, as applicable. In case CENVAT benefit can not be passed on to HPCL, please furnish the reasons.			
4	Central Sales Tax (CST) or VAT	Please specify whether CST or VAT is Nil or is included in your quoted basic cost or Extra. (As quoted in E-proc system)	(Nil)	(Included)	(Extra)
		In case VAT / CST is extra, please specify the rate, in terms of percentage of Basic cost. • This will be loaded while evaluating your offer.	_____ %		
		Please specify whether it is VAT or CST with HPCL C form or CST without C form.	(VAT)	(CST with C Form)	(CST without C-Form)
		In case of VAT, please indicate your TIN No.			
		NOTE: In case of VAT, please note the following point: 1. In case you have a valid TIN Number, HPCL can claim Input tax credit (If applicable to HPCL) and your offer will be evaluated by off-setting the Input tax credit. 2. In case you do not have a valid TIN Number, your offer will be evaluated without off-setting the Input tax credit.			

Attachment Commercial Terms & Conditions - Indian vendors

Sl No		Description of the Terms & conditions	Vendor's offer		
5	Freight Charges	Please specify whether Freight Charges are Nil <u>or</u> are included in the quoted basic cost <u>or</u> payable Extra by HPCL. (As quoted in E-proc system)	(Nil)	Included	(Extra)
		In case Freight charges are extra, please quote Maximum limit of freight charges in terms of ' Percentage of your quoted basic cost ' (As quoted in E-proc system)' or per unit.	_____ %		
		NOTE: (1) Your offer will be evaluated, by loading the maximum freight charges quoted by you, above. (2) The freight charges will be paid extra at actuals (with documentary proof), subject to the maximum of percentage / amount, mentioned above. (3) In case the actual freight charges exceed the maximum limit of freight charges mentioned by you, the differential amount will be deducted from your bills. (4) In case of Pipes / Plates / Structural, Chemicals etc, the freight charges should be quoted on door delivery basis.			
6	Octroi Charges	Additional entry tax ie., Octroi is applicable for any supplies made from outside Mumbai to HPCL Mumbai Refinery.			
		Please specify whether Octroi Charges are Nil <u>or</u> are Extra.	(Nil)	(Extra)	
		In case Octroi Charges are extra, Please specify clearing of Octroi is in whose scope	(HPCL Scope)	(Vendor Scope)	
		In case Octroi Charges are extra, please specify the percentage as applicable. • This will be loaded while evaluating your offer.	_____ %		
		NOTE: In case of Octroi Charges, please note the following point: (1) The Octroi Charges shall be reimbursed by HPCL, at actuals, against submission of invoice with documentary proof. (2) Hence, the Octroi Charges should not be included in your quoted basic cost. (3) In case vendor insists on Octroi in HPCL's scope, 6 % service charges will be loaded on the Octroi amount ,at the time of evaluation.			
7	Payment Terms	Please confirm your acceptance to our Standard Payment Terms: • 100% of bill amount, after verification /certification by user, shall be paid in 15 days of receipt of bill by HPCL			
		In case of any deviations, from our standard payment terms (such as Documents through bank, by Demand Draft, etc), all bank charges will be to your account. Please confirm your acceptance			
		In case of any deviation, from our Standard Payment Terms , interest loading will be done @ 1.5% per month, while evaluating your offer			
8	Delivery Period	Please specify the delivery period			
		NOTE: (1) The delivery period will be reckoned from the date of our LOI / Purchase Order, whichever is earlier (2) In case of Rate Contracts, the delivery period will be reckoned from the date of our each Indent.			
9	Price reduction clause on delayed delivery	In case delay in delivery of the material, a sum equivalent to 0.5 percent of the PO value for every week or part thereof of the delay subject to a maximum of 5 percent of the total PO value, shall be deducted. Please confirm your acceptance.			
10	Warrantee/ Guarantee (If Applicable)	Minimum 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Please confirm your acceptance.			
11	Validity of your offer	Please confirm that your offer is valid, for our acceptance, for a period of three months from the due date mentioned in this Tender Enquiry.			
		• In case the validity of your offer is shorter, your offer could be rejected.			

Attachment
Commercial Terms & Conditions - Indian vendors



Mumbai Refinery

SI No	Description of the Terms & conditions		Vendor's offer	
12	Part Order	Please confirm your acceptance to item-wise Part Order.		
		NOTE: Please note the following points regarding Part Order: (1) Part order means that, your offer will be considered, for the full quantity for those items, for which you emerge the lowest acceptable vendor. It does not mean splitting of the quantities of individual items. (2) In case of your non-acceptance , your offer is liable for rejection .		
13	Transit Insurance	Transit insurance has to be arranged by you. Please quote the maximum charges, in terms of Percentage of your quoted basic cost (As quoted in E-proc system).	_____ %	
14	Arbitration Clause	Please confirm your acceptance to our Arbitration Clause, enclosed with this tender.		
15	Cancellation/ Risk Purchase Clause	Please confirm your acceptance to our Purchase Order Cancellation clause and the Risk Purchase Clause, enclosed with this tender		
16	Micro,Small Enterprise (MSE) / National small industries corporation(NSIC)	Please confirm your registration as MSE, for any / all items of this Price Enquiry.	(Registered)	(Not registered)
		<ul style="list-style-type: none">If registered, please enclose a copy of the valid MSE registration certificate duly certified by the statutory auditor/practising chartered accountant (Refer GTC), applicable for the items offered by you.		
		Please confirm your registration with NSIC, for any / all items of this Price Enquiry.	(Registered)	(Not registered)
		<ul style="list-style-type: none">Purchase preference shall be considered for units registered with NSIC/MSE, as per the prevailing government guidelines, rules & regulations, as applicable.		
17	Performance Bank Guarantee (PBG)	Please confirm that PBG will be submitted by you, your invoice and other documents, for 10% of the Purchase Order value for the Warrantee / Guarantee period, in HPCL's prescribed format.		
		<ul style="list-style-type: none">In case PBG required in the tender, 10% payment will be made ONLY upon submission of PBG.		
18	Third party Inspection (If applicable)	Please specify whether Third Party Inspection charges are Included in your quoted rate or are extra	(Included)	(Extra)
		In case Third Party Inspection charges are extra, please quote Maximum limit of Third Party Inspection charges in terms of ' Percentage of your quoted rate '.	_____ %	
		NOTE: (1) Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above. (2) In case Third party inspection charges are extra, please quote the charges, considering the possibility of placement of a part order also. (3) The Third Party Inspection Charges, quoted above, should be inclusive of all taxes & duties applicable.		

Note: - This CTC is being obtained additionally to taxes and extras quoted in e-proc system.

If there is any statutory variation in existing taxes and duties and/or any new tax or duty is levied, during the contractual delivery period, the same shall be borne by HPCL

VENDOR's CONFIRMATION

Vendor's Name	
Name of the Authorised Signatory	
Designation of the Authorised Signatory	
E-Mail Address of the Authorised Signatory	
E-Mail Address of Alternate Contact Person	
Mobile Number of the Authorised Signatory	
Telephone Number of the Vendor	
Fax Number of the Vendor	
Internet Web Site Address (URL) of the Vendor	

COMMERCIAL TERMS & CONDITIONS FOR INDIAN BIDDERS

Sr No	Description of the Terms & conditions	Vendor's offer		
1	Price Terms Please specify the <u>Price Terms</u> of the materials being offered by you For example: (a) Ex-works _____ (b) FOR-despatch point _____ (c) FOR-Visakhapatnam (d) Free Delivery at HPCL- Refinery stores.			
2	Packing & Forwarding (P&F) Charges Please specify whether P&F charges are Nil/Included in your quoted rate / Extra In case P&F charges are extra, please quote in terms of ' <u>Percentage of Basic Price</u> '. • This will be loaded while evaluating your offer.	(Nil)	(Included)	(Extra)
3	Excise Duty (including Education cess) ----- CENVAT Benefit Please specify whether Excise Duty is Nil <u>or</u> is included in your quoted rate <u>or</u> is Extra. In case Excise Duty is Extra, please specify the rate of Excise Duty & Education Cess Please specify Excise Tariff Number for each item of this Price Enquiry. Please mention the details of your registration with the Central Excise Authorities (ECC No). Please confirm your acceptance that the requisite documents (i.e. the copy of your Invoice marked ' <u>Duplicate for Transporter</u> ') will be furnished to HPCL for claiming CENVAT benefit In case Excise Duty is included in your quoted rate and CENVAT benefit is being passed on to HPCL, please indicate the CENVAT component that can be passed on as to HPCL, in terms of ' <u>Percentage of your quoted rate</u> '. Else, please specify the CENVAT component in terms of per <u>UNIT</u> (e.g. Rs/Mtr or Rs/Kg or Rs/litre etc) in the <u>Un-priced Bid</u> , against each item separately. Please confirm.	(Nil)	(Included)	(Extra)
		_____ %		
		(Yes)	(No)	
		_____ %		
		(Yes)	(No)	

		<p>NOTE: Please note the following points regarding Excise Duty and CENVAT benefit:</p> <p>(1) The Excise Duty will be loaded while evaluating your offer.</p> <p>(2) In case, you are passing on the CENVAT benefit to HPCL, the CENVAT amount, mentioned by you, will be off-set, while evaluating your offer.</p> <p>(3) In case, you are NOT passing on the CENVAT benefit to HPCL, your offer will be evaluated without off-setting the CENVAT component.</p> <p>(4) Upon placement of the PO, while making the supplies, in case it is observed that the CENVAT documents are not furnished or CENVAT amount, as per the documents furnished by you, is less than that quoted above, the differential amount will be deducted from your bills, as applicable.</p>			
		In case CENVAT benefit cannot be passed on to HPCL, please furnish the reasons.			
4	Central Sales Tax (CST) or VAT	<p>Please specify whether CST / VAT is Nil <u>or</u> is included in your quoted rate <u>or</u> is Extra.</p> <p>In case VAT / CST is extra, please specify the rate.</p> <p>• This will be loaded while evaluating your offer.</p> <p>Please specify whether it is VAT <u>or</u> CST with HPCL C form <u>or</u> is CST without C form.</p> <p>In case of VAT, please indicate your TIN No.</p> <p>NOTE: In case of VAT, please note the following point:</p> <p>(1) In case you have a valid TIN Number, HPCL can claim Input tax credit and your offer will be evaluated by off-setting the Input tax credit.</p> <p>(2) In case you do not have a valid TIN Number, your offer will be evaluated without off-setting the Input tax credit.</p> <p>(3) In case the vendor is passing on Input Tax Credit to HPCL, while evaluating the offer the VATable amount mentioned by the vendor will be offset to the extent HPCL can claim the Input Tax Credit.</p> <p>(4) In case the vendor is not able to pass the benefit, offer will be evaluated without offsetting the VAT component.</p> <p>(5) Upon placement of PO, while making the supplies, in case it is observed that VAT component is not shown separately in the invoice or shown less than what was indicated before price bid opening, the differential amount will be deducted from the bills."</p>	(Nil)	Included	(Extra)
			%		
			(VAT)	(CST with C Form)	(CST without C Form)
5	Freight Charges	<p>Please specify whether Freight Charges are Nil <u>or</u> are included in the basic price <u>or</u> are payable Extra by HPCL</p> <p>In case Freight charges are extra, please quote Maximum limit of freight charges in terms of 'Percentage of your quoted rate' or per unit.</p>	(Nil)	Included	(Extra)

		<u>NOTE:</u> (1) Your offer will be evaluated, by loading the maximum freight charges quoted by you, above. (2) The freight charges quoted above shall be applicable even for “Part-Orders” (3) The freight charges will be paid extra at actuals (with documentary proof), subject to the maximum of percentage / amount, mentioned above. (4) In case the actual freight charges exceed the maximum limit of freight charges mentioned by you, the differential amount will be deducted from your bills. (5) In case of Pipes / Plates / Structural, chemicals etc, the freight charges should be quoted on door delivery basis.	
6	Payment Terms	Please confirm your acceptance to our <u>Standard Payment Terms</u> (*): Thru e-payment, within 15 days from the date of receipt of bill, along with proof of delivery to HPCL.	
		In case of any deviations, from our standard payment terms (such as Documents through bank), all bank charges will be to your account. Please confirm your acceptance	
		<u>NOTE:</u> <ul style="list-style-type: none"> In case of any deviation, from our <u>Standard Payment Terms</u> (*), interest loading will be done @ 1.5% per month, while evaluating your offer. 	
7	Delivery Period	Please specify the delivery period	
		<u>NOTE:</u> (1) The delivery period will be reckoned from the date of our FOI / Purchase Order. (2) In case of rate contracts, the delivery period will be reckoned from the date of each Indent.	
8	Price Reduction Clause	In case of delay in delivery, Price Reduction will be levied, @ ½% of the undelivered order value per week or part thereof, subject to a maximum of 5% of the undelivered order value. Please confirm your acceptance.	

		NOTE: (1) In case of rate contracts, the Price Reduction, accepted above, will be levied on the undelivered value of the respective indents. (2) In case any deviation is taken by you, from our standard Price Reduction Clause, while evaluating your offer, your offer will be loaded to the extent of your non-acceptance to this clause.		
9	Shelf Life	In case of chemical(s), please specify the shelf life of the chemical from the date of supply.		
10 a	Test Certificate	Please confirm that all the relevant Test certificates shall be sent to HPCL along with the material.		
10 b	MSDS Certificate	In case of chemicals, agency should submit MSDS as per enclosed ISO 11014-1 format.		
11	Validity of your offer	Please confirm that your offer is valid, for our acceptance, for a period of four months from the due date / extended due date		
12	Part Order	Please confirm your acceptance to item-wise Part Order.		
13	Arbitration Clause	Please confirm your acceptance to our Arbitration Clause, enclosed with this RFQ.		
14	NSIC Unit	Please confirm your registration with NSIC, for any / all items of this Price Enquiry. If registered, please enclose a copy of the latest valid NSIC registration certificate failing which price preference shall not be allowed.	(Registered)	(Not registered)
15	DGS&D Rate contract	Please submit the copy of DGS&D rate contract (if any) for subject items		

GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

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 supply 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 job 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. Items 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/performance a job and/or provide facilities for the performance of the job, 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

a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:

b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees. c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipment's, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.

d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.

e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.

f. "Inspectors": Inspectors deputed by Corporation.

g. 'Total Order Value' means:-

i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.

ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.

h. 'Total Order Value' shall be considered for the purpose of calculation of:

1. Price reduction on account of delay

2. Performance bank Guarantee Amount

3. Payment of advance, if any to be made.

i. Note: -The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

3. REFERENCE FOR DOCUMENTATION

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

4. CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

5. SALES CONDITIONS

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

6. COMPLETE AGREEMENT

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Corporation and the Vendor.

7. INSPECTION-CHECKING-TESTING

a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.

b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.

c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.

e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.

f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipment's and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.

g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.

h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. OFFICIAL INSTITUTIONAL TESTING

a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.

b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

9. WEIGHTS AND MEASUREMENTS

a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.

b. Vendor's shipping documents and invoices must contain the following data:

- i. Unit net weight
- ii. Unit gross weight (packing included)
- iii. Dimensions of packing.

10. DESPATCH INSTRUCTIONS

- a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.
- b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Corporation's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- e. Corporation reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Corporation.

11. OILS & LUBRICANTS

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Corporation (HPCL) shall be used. The Vendor shall also recommend the quality / quantity of oils and lubricants required for one-year continuous operation.

12. SPARE PARTS

- a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.
- b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

13. PACKING AND MARKING

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words 'HANDLE WITH CARE', 'THIS SIDE UP' and 'FRAGILE'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:
 - i. From: Address of Supplier / Sub-supplier.
 - ii. For: Hindustan Petroleum Corporation Ltd. _____ (location)
 - iii. Item:
 - iv. Package No. : _____ of total packages
 - v. Dimensions: _____ (Dimensions of each package)
 - vi. Weight: _____ (Weight of each package)
 - vii. Special Instruction for storage, if any.
 - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
- ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
 - 1. Mandatory Spares.
 - 2. Commissioning Spares.

14. SHIPMENT AND SHIPMENT NOTICES

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in

his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.

b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email. c. The Vendor shall carefully note the destination of materials.

d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

15. CONTROL REGULATIONS

The supply, despatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Corporation disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

16. TRANSIT RISK

Transit Risk insurance shall be covered by the Corporation. The Vendor shall advise the despatch particulars to Corporation immediately after shipment.

17. RESPECT FOR DELIVERY DATES.

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Corporation. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

18. PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

NOTE :

a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.

b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

19. DELAYS DUE TO FORCE MAJEURE

a. 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.

b. 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.

20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.

b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION

a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:

- i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
- ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.
- iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
- iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
- v. Equipment erected by the Vendor: On temporary acceptance at job site.
- vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

22. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Exclusive of Central / State sales Tax, Excise Duty and / or such taxes & duties, which are leviable by law on sale of finished goods to Corporation and/or entry tax ,if any, leviable at destination state. The nature and extent of such levies shall be shown separately.

23. TAXES & DUTIES:

- a. Excise Duty, Central Sales Tax, VAT, Service Tax as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes / Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase applicable in Excise Duty, Central Sales Tax, VAT, Service Tax, Octroi indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the Corporation shall reimburse the increase in taxes & duties on satisfactory supporting documents.
- b. Corporation will issue C-Form on all inter-state sales of materials by supplier to Corporation to enable supplier to avail concessional rate of Sales Tax on such sales.
- c. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- d. Supplier shall indicate the Cenvatable Service Tax applicable on the services provided by them if any and the same shall be governed by GCC.

24. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, Countervailing Duty, Special Additional Duty by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

25. FOREIGN EXCHANGE (FE) VARIATION

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.

- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Corporation's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty. FE variation etc. shall be reimbursed only for the actual import carried out.
- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.
- i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:
 - i. The actual remittance rate.
 - ii. SBI Bill selling rate on the date of CDD.

26. TERMS OF PAYMENT

- a. The following payment terms shall be applicable:
 - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. at HPCL shall be paid within 7 days of receipt of bill.
 - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:
 - i. Delivery Challan / Lorry Receipt.
 - ii. Manufacturer's Test Certificate
 - iii. Inspection/Clearance report
 - iv. Manufacturer's Guarantee Certificate
 - v. Performance Bank Guarantee for 10% Basic Order Value
 - vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from Scheduled / Nationalised Banks other than cooperative banks in India and as per HPCL's proforma.
- h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

27. RECOVERY OF SUMS DUE : Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Corporation and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Corporation on demand the balance remaining due.

28. CHANGES

The Corporation has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

29. CANCELLATION / RISK PURCHASE CLAUSE:

a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:

- i. The vendor fails to comply with the terms of this purchase order.
- ii. The vendor fails to delivery the goods on time and / or replace the rejected goods promptly.
- iii. The Vendor becomes bankrupt or goes into liquidation.
- iv. The vendor makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any of the property owned by the vendor.

b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.

c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.

d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause "Delayed Delivery" as a fore said.

30. PATENTS AND ROYALTIES : On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

31. PERFORMANCE GUARANTEE

a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. 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 despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.

b. Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

All items (other than CVR items) : 10% of PO value

-For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower.

Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

32. NON WAIVER : Failure of the Corporation to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Corporation to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Corporation act as waiver of the terms hereof.

33. NON ASSIGNMENT : The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Corporation.

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

Vendor hereby agrees to accept part orders, split order at Corporation's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

35. VENDOR'S DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

36. TECHNICAL INFORMATION

a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.

b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

37. SERVICES OF VENDOR'S PERSONNEL

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train a few of the Corporation's personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

38. VENDOR'S LIABILITY

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

39. CORPORATION'S MATERIAL

a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value thereof strictly in the manner and as per proforma of bank Guarantee approved by the Corporation.

b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.

c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.

d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting therefrom expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

40. GUARANTEE FOR SPARE PARTS:

a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires .

b. The seller shall further guarantee that if he goes out of production of spare parts , then he will make available blue prints , drawings of spare parts and specification of materials at no extra cost to the Procurement , if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.

c. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

41. ARBITRATION

a. 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.

b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as Corporation 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 Corporation, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

c. 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 any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

d. 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.

e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

f. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

g. 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.

h. 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 `40,000/- per case for transportation contracts and `60,000/- 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 `10,000/- 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.

i. 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.

j. 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 _____ for all purposes. The Arbitration shall be held at Visakhapatnam and conducted in English language.

k. The Appointing Authority is the Functional Director* of Hindustan Petroleum Corporation Limited.

l. Procurement Authorities may mention, if considered necessary, the proper designation such as Director-Refineries, etc.

42. JURISDICTION :

The Vendor hereby agrees that the Courts situated in location given in tender header" shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

CLAUSE

a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.

b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/ information:

i. Name of the Bidder

ii. Address of the Bidder

iii. Validity of the Registration

iv. Items for which the Bidder is registered

v. Monetary Limit

and acknowledged copy of Entrepreneurs Memorandum Part II

c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.

d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.

e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs

a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:

i. Issue of Tender Documents to MSEs free of cost.

ii. Exemption to MSEs from payment of EMD.

iii. Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

c. MSE bidder shall submit the following:

i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

43. VALIDITY OF OFFER: Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

44. INTEGRITY PACT: All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is `1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

45. ORDER OF PRECEDENCE : In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.

46. GENERAL:

a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.

b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate.

Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online).

i. <http://tin.tin.nsdl.com/pan/index.html/>

ii. <http://incometaxindia.gov.in/>

iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>

iv. <http://www.utitsl.co.in/>

c. GRIEVANCE REDRESSAL: There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website www.hindustanpetroleum.com.

d. PBG Format is attached with this GPC.

BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,

(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay -400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of ` _____ (Rupees _____) amounting to 10% (ten percent) of the total contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of ` _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Supplier's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with 2 "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.

5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.

7. Notwithstanding anything contained herein above :

i. Our liability under this guarantee shall not exceed `.....

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

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

8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at

_____ on _____ 20____. _____ Bank

(by its constituted attorney)

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

AGREEMENT
(UNDER INTEGRITY PACT)

No.

Dated:- Tender Upload date

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub : Procurement of Bidding Documents

Ref. Tender no. Tender Number of tender with which uploaded

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 90 days for limited and 180 days for Global/Public tender and any further extension and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 days for limited and 180 days for Global/Public tender and any further extension after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions , HPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

(BIDDER)

Yours faithfully



(PURCHASE) **शिरुमुरुगन**
K. THIRUMURUGAN
मुख्य प्रबंधक - सामग्री
Chief Manager - Material
एचपीसीएल - पु. रि. / HPCL - MR

INTEGRITY PACT
PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on successful bid uploading day of the tender with which it is uploaded between, on one hand, Hindustan Petroleum Corporation Limited acting through Shri K Thirumurugan, CPO-Refinery (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. Vendor who is digitally uploading the bid represented by personnel who is digitally signing the bid representing the vendor (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure supplies/services for tender with which uploaded and the BIDDER/Seller is willing to offer/has offered the as per this tender.

WHEREAS the BIDDER/SELLER is a private company/ public company/ Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Indian/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to SBU Head or concerned Functional Director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.1 The BUYER will exclude from the process all known prejudiced persons.
- 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

Commitments of Bidders

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERS exclusion from the tender process.
- 4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

- 5.1. While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified in RFP):-
- (i) Bank Draft or a Pay Order
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
 - (ii) Any other mode or through any other instrument (to be specified in RFP).
- 5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.
- 5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

- 6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.
 - (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER
 - (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.
- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

8. Independent Monitors

- 8.1 The BUYER has appointed **Shri Ramesh Chandra Panda (Retd. IAS Officer), Shri Jyoti Swaroop Pandey (Retd IPS Officer) and Shri Kata Chandrasahas (Retd. IRS Officer)** as Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11 . Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

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

13. The Parties hereby sign this Integrity Pact at Mumbai on

BUYER





K Thirumurugan
Chief Category Manager, CPO-R
HPCL

BIDDER

Name of the Officer
Designation
Name of the Organization/ Dept/ Ministry/ PSU

Witness

1. 
2. 

Witness

1. _____
2. _____

MATERIAL SAFETY DATA SHEET [Form No. WH-001]

Manufacture, Storage, Import of Hazardous Chemicals Rule, 1989 (Latest Amendment 2000) - SCHEDULE 9

1. CHEMICAL IDENTITY :

Chemical Name	Chemical Classification		
Synonyms	Trade Name		
Formula	CAS No.	UN No. :	
Shipping name			
Regulated identification	Codes / Labels	Hazchem No. :	

Hazardous Waste

ID No. :

Hazardous Ingredients	C.A.S. No.	Hazardous Ingredients	C.A.S. No.:
1.		3.	
2.		4.	

2. PHYSICAL AND CHEMICAL DATA :

Boiling range/point	deg.C	Physical State	Appearance
Melting/Freezing Point	deg.C	Vapour Pressure	Odour
At 35 deg.C mm Hg			
Vapour Density		Solubility in Water at Others	
30 deg.C			
(Air = 1)			
Specific Gravity		pH	
(Water = 1)			

3. FIRE AND EXPLOSION HAZARD DATE :

Flammability Yes/No.	LEL	% Flash Point deg.C	Auto-Ignition
Deg.C Temperature			

MATERIAL SAFETY DATA SHEET [Form No. WH-001]

Manufacture, Storage, Import of Hazardous Chemicals Rule, 1989 (Latest Amendment 2000) - SCHEDULE 9

TDG Flammability Combustion Products	UEL	% Flash Point deg.C	Hazardous
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Explosion Sensitivity to Impact

Explosion Sensitivity
Static Electricity

Hazardous polymerisation

Combustible liquid

Explosive
Material

Corrosive
Material

Flammable Material

Oxidiser

Others

Pyrophoric Material

Organic Peroxide

1. REACTIVITY DATA :

Chemical stability

Incompatibility with Other Material

Reactivity

Hazardous Reaction Products

2. HEALTH HAZARD DATA :

Route of entry Effects of
Exposure / Symptoms

Emergency Treatment

TLV (ACCGIH)
Permissible
Exposure Limit

ppm mg/m³
ppm mg/m³

STEL ppm mg/m³
 ppm mg/m³
threshold

LD 50

LD 50

NFPA Hazard Signals

Health Flammability Stability Special

MATERIAL SAFETY DATA SHEET [Form No. WH-001]

Manufacture, Storage, Import of Hazardous Chemicals Rule, 1989 (Latest Amendment 2000) - SCHEDULE 9

3. PREVENTIVE MEASURES :

Personnel Protective Equipment

Handling and Storage Precautions

4. EMERGENCY AND FIRST AID MEASURES :

Fire

Fire Extinguishing Media

Special Procedures

Fire _____

Unusual Hazards

First-Aid Measures

Exposure _____

Antidotes / Dosages

Steps to be taken

Spills _____

Waste Disposal Method

5. ADDITIONAL INFORMATION/REFERENCES :

6. MANUFACTURERS / SUPPLIERS DATA :

Name of Firm

Contact Person in Emergency

Mailing Address

Local Bodies Involved

Telephone/Telex Nos.

Standard Packing

Telegraphic Address

Tremcard Details / Ref

Other

SAFETY REGULATIONS FOR AGENCIES/ SUPPLIERS [Form No. WH-002]

1. The Agency/ Supplier should explain to the Chemical Tanker's Transport Staff (Drivers, Cleaners, etc.), the Safety Regulations and Other Relevant Procedures of HPCL-VR.
2. Smoking is prohibited inside HPCL-VR's premises. Safety Matches and Cigarette Lighters are not permitted inside the Refinery and the same can be deposited at the Main Gate, if required.
3. Tankers shall be permitted inside the Refinery premises only with proper Flame Arrestors and inside the Refinery, shall be parked at the designated parking areas only.
4. Personal Protective Equipment (viz., Safety Helmet, Safety Shoes/ Gum Boots, PVC Gloves, Face Shield/ Goggles, PVC Aprons, etc.) must be used by all persons.
5. Proper Hazard Symbols must be displayed on the Truck.
6. Fire Extinguishers in good condition should be available in the Truck and the same should be in easily removable condition from its holder.

TRANSPORTATION OF HAZARDOUS CHEMICALS

Rule 9: Educational qualifications for drivers of goods carriages carrying dangerous or Hazardous goods:

- 1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993, any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle, also has the ability to read and write at least one Indian language out of those ²⁵[specified in the VIII Schedule of the Constitution] and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of Training - 3 days

Place of Training – Any institute recognized by the state government.

Syllabus ; (A & B – 1st & 2nd Day)

- A) **Defensive Driving Questionnaire** – Causes of accidents, Accident statistics, Drivers personal fitness, Car condition, Breaking distance, Highway driving, Road / Pedestrian crossing, Railway crossing, Adopting to weather, Head on collision, Rear end collision, Night driving, Films and discussion

- B) **Advanced driving skills and training** –

Before starting – Checklist, Outside / below / near vehicle, Product side, Inside vehicle

During driving – Correct speed / gear, Signaling, Lane control, Overtaking / giving side, Speed limit / Safe distance, Driving on slopes.

Before stopping – Safe stopping place, signaling, road width, condition

After stopping – Preventing vehicle movement, wheel clocks, vehicle attendance

Night driving – Mandatory lighting requirements, headlamp alignment, use of dipper beam

Field test / Training – 1 driver at a line

- C) **Product Safety (3rd Day)**

UN Panel – UN Classification, Hazchem code, Toxicity, Flammability, Other definitions.

Product Information – TREM Cards, CIS / MSDS, Importance of Temp, Pressure, Level, Explosive limits, Knowledge about equipment.

Emergency procedure – Communication, spillage handling, Use of PPE, Fire Fighting, First aid, Toxic release control, Protection of wells, rivers, lakes etc., Use of protective equipment, Knowledge about valves etc.

Rule 129: Transportation of goods of dangerous or hazardous nature to human life

- (i) Every such goods carriage, carrying the same type of dangerous or hazardous goods (whether in bulk or in packages), shall display a distinct mark of the class label appropriate to the type of dangerous or hazardous goods specified in column 3 of the Table I to rule 137.
- (ii) Every package containing dangerous or hazardous goods shall display the distinct class labels appropriate to the type of dangerous or hazardous goods specified in column 3 of the Table I to rule 137.
- (iii) In the case of packages containing goods listed in Table 111 in rule 137 and which represents two hazards as given in column 2 thereof, such packages shall display distinct labels to indicate both the hazards.
- (iv) Every goods carriage carrying any dangerous or hazardous goods shall be equipped with safety equipments for preventing fire, explosion or escape of hazardous or dangerous goods.
- (v) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with tachograph (an instrument to record the lapse of running time of the motor vehicle; time speed maintained, acceleration, deceleration, etc.) conforming to the specifications of the Bureau of Indian Standards.

Rule 129 – A : Spark arrester:

Six months from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life shall be fitted with a spark arrester.

Rule 130 – Manner of Display of Class Labels:

- 1) Where a class label is required to be displayed on a vehicle, it shall be so positioned that the size of the class label is at an angle of 45 degrees to the vertical and the size of such label shall not be of less than twenty-five millimeters square which may be divided into two portions, the upper half portion being reserved for the pictorial symbol and the lower half for the text: Provided that in the case of smaller packages a suitable size of the label may be adopted.
- 2) Where the class label consists of adhesive material, it shall be waterproof and where it consists of metal or other substance on which the pictorial symbol and the text are printed, painted or affixed, they shall be affixed directly on such material and in every case, the surface of the vehicle surrounding the label shall be of a colour that contrasts vividly with the background of the class label.
- 3) Every class label displayed on a vehicle shall be positioned in such a manner that it

does not obscure other markings required to be displayed under any other law.

- 4) Every goods carriage carrying any dangerous or hazardous goods shall display the class label on the places shown in the Table in rule 134.

Rule 131 – Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- 1) It shall be the responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table III, to ensure the following, namely
 - a. The goods carriage has a valid registration to carry the said goods
 - b. The vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident
 - c. The transporter or the owner of the goods carriage has full and adequate Information about the dangerous or hazardous goods being transported.
 - d. The driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- 2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable such owner and its driver to –
 - a. Comply with the requirements of rules 129 to 137 (both inclusive) of these rules.
 - b. Be aware of the risks created by such goods to health or safety of any person.
 - c. It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132 - Responsibility of the transporter or owner of goods carriage:

- 1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods to ensure the following, namely:
 - a) The goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods; and
 - b) The vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- 2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.

- 3) The owner of a goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in Annexure V of these rules in relation to the dangers or hazardous goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 4) The owner of the goods carriage carrying dangerous or hazardous goods, and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- 5) It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- 6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter, abides by these conditions within six months after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

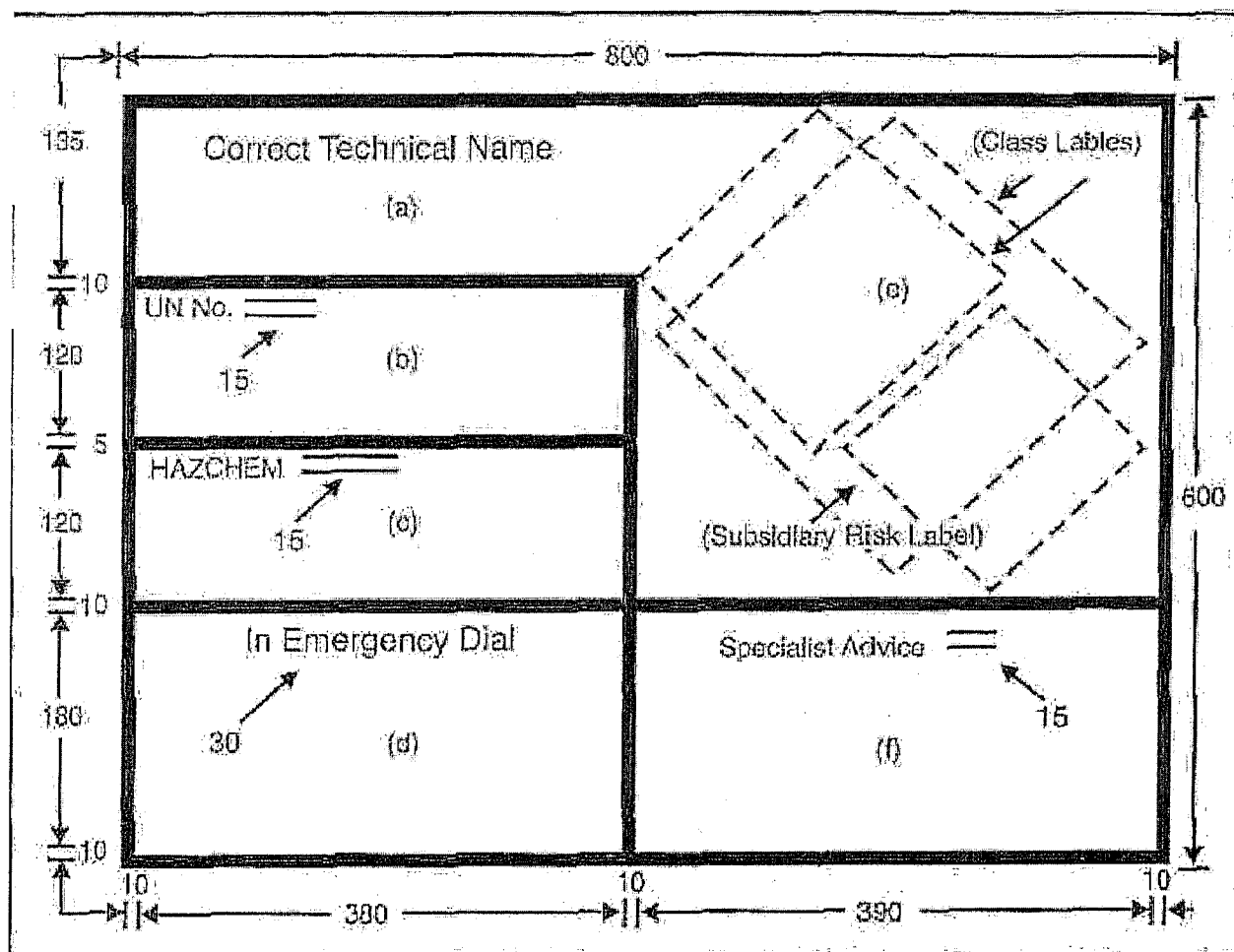
Rule 133 – Responsibility of the driver:

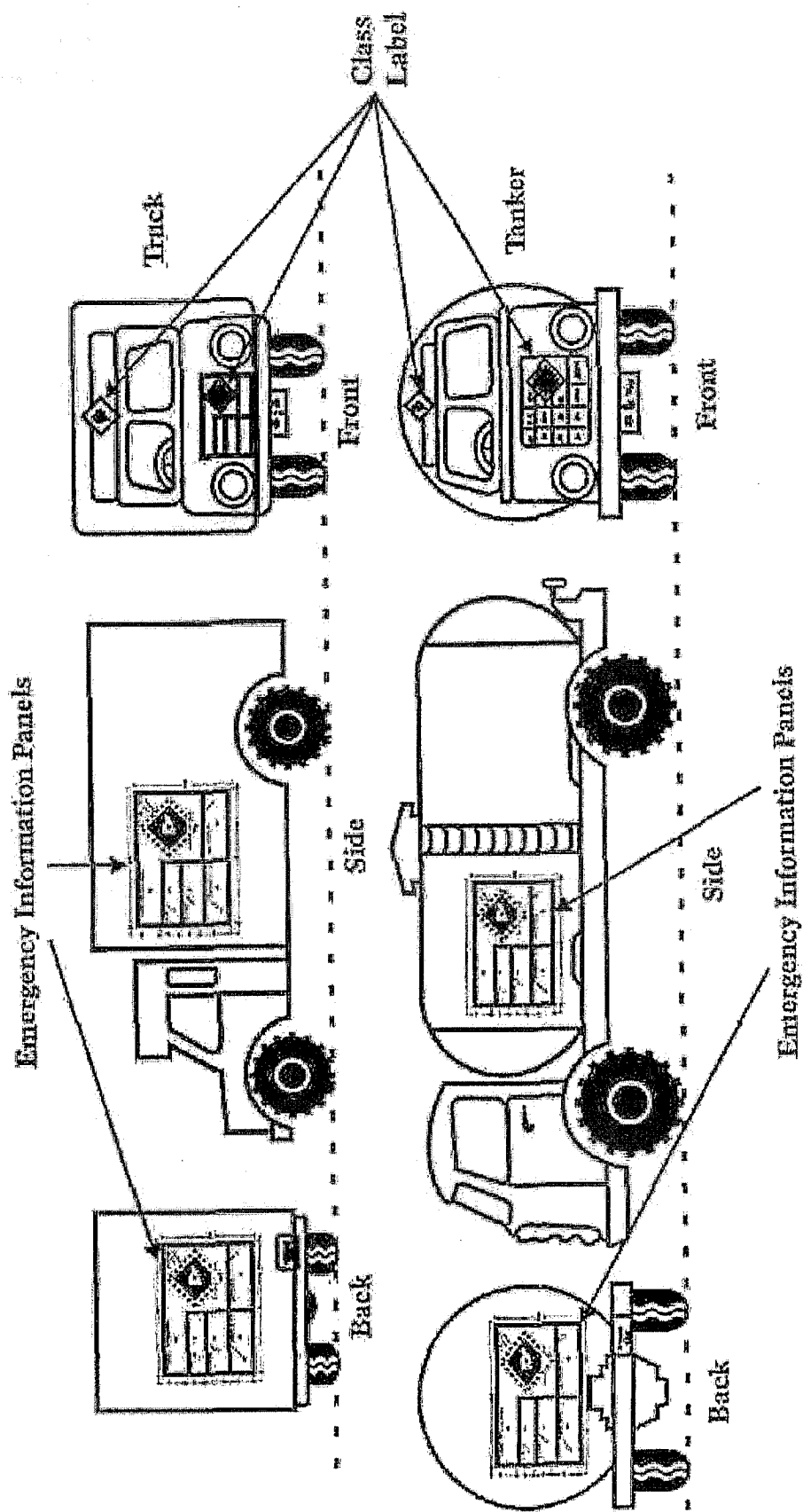
- 1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule (3) of rule 132 is kept in the driver's cabin and is available at all time while the dangerous or hazardous goods to which it relates, are being transported.
- 2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion, and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years

Rule 134 – Emergency Information Panel:

- 1) Every goods carriage used for transporting any dangerous or hazardous goods shall be legibly and conspicuously marked with an emergency information panel in each of the three places indicated in the Table below so that the emergency information panel faces to each side of the carriage and to its rear and such panel shall contain the following information, namely
 - i) The United Nations class number for the dangerous or hazardous goods as given in Column 1, Table 1 appended with rule 137, in numerals not less than 100 millimeters high.

- ii) The correct technical name of the dangerous or hazardous goods in letters not less than 50 millimeters high.
 - iii) The class label of the dangerous or hazardous goods of the size of not less than 250 millimeters square.
 - iv) The name and telephone number of the emergency services to be contacted in the event of fire or any other accident in letters and numerals that are not less than 50 millimeters high and the name and telephone number of the consignor of the dangerous or hazardous goods or of some other person from whom expert information and advice can be obtained concerning the measures that should be taken in the event of an emergency involving such goods.
- 2) The information contained in sub-rule (1) shall also be displayed on the vehicle by means of a sticker relating to the particular dangerous or hazardous goods carried in that particular trip.
- 3) Every class label and emergency information panel shall be marked on the goods carriage and shall be kept free and clean from obstructions at all times.





Rule 135 – Driver to be instructed:

The owner of every goods carriage transporting dangerous or hazardous goods shall ensure to the satisfaction of the consignor that the driver of the goods carriage has received adequate instructions and training to enable him to understand the nature of the goods being transported, by him, the nature of the risks arising out of such goods, precautions he should take while the goods carriage is in motion or stationary and the action he has to take in case of any emergency

Rule 136 – Driver to report to the police station about accident:

The driver of a goods carriage transporting any dangerous or hazardous goods shall, on the occurrence of an accident involving any dangerous or hazardous goods transported by this carriage, report forthwith to the nearest police station and also inform the owner of the goods carriage or the transporter regarding the accident.

Rule 137 – Class Labels:

In respect of the dangerous or hazardous goods specified in column (2) of the Table below, the labels specified in the corresponding entry in column (3) shall be the class labels, namely:—



VISAKH REFINERY FIRE & SAFETY DEPARTMENT	Doc. No. OCP/F&S/FR/363 Rev. 1
CHECKLIST FOR TRANSPORTATION OF HAZARDOUS CHEMICALS AS PER THE CENTRAL MOTOR VEHICLE RULES-1989 (FIRST AMENDMENT-2003) /TRANSPORTATION OF HAZARDOUS SUBSTANCES, GOVT OF ANDHRA PRADESH	Date: Nov 08,2010 Page: 1 of 2
<i>(Ref. Procedure : OCP/F&S/PR/304)</i>	

Checklist for transportation of hazardous chemicals

Sr No	Requirements as per CMV rules	Available	Not available
General Requirements			
1	Driver processing valid driving license		
2	Driver of the transport vehicle has undergone specialized safety training on transportation of hazardous goods and materials from Institute recognized by the state government.		
3	Display of distinct class Label of the hazardous material being transported.		
4	Vehicle fitted with PESO approved spark arrestor.		
5	Goods carriage fitted with a tachograph.		
6	Vehicle to have First aid box, DCP extinguisher and antidotes as may be necessary to contain any accident.		
Responsibility of the consigner			
1	The goods carriage has valid registration and permit to operate along with fitness certificate and is safe for the transportation of the said goods.		
2	The vehicle is equipped with necessary first-aid, safety equipment (PVC make apron, hood, hand gloves & while colour gum boots) and antidotes as may be necessary to contain any accident		
3	Full and adequate Information about the dangerous or hazardous goods being transported is available		
4	Driver being deputed for transportation is trained to handle and transport hazardous materials.		
Responsibility of the Transporter			
1	The goods carriage has valid registration and permit to operate along with fitness certificate and is safe for the transportation of the said goods.		
2	The vehicle is equipped with necessary first-aid, safety equipment (PVC make apron, hood, hand gloves & while colour gum boots) and antidotes as may be necessary to contain any accident		
3	Information about the dangerous or hazardous goods being		

	transported is available and given to the driver.		
4	Route map for the transportation of hazardous goods is available.		
5	Driver carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of Central Motor Vehicle Rules.		
6	Driver being deputed for transportation is trained to handle and transport hazardous materials.		
Responsibility of Driver			
1	All information regarding the hazardous goods is available with the driver.		
2	TREM CARD (Transport Emergency Card) related to the hazardous material being transported is available in the drivers cabin.		
3	Availability of training card.		
4	Knowledge of using PPEs (PVC make apron, hood, hand gloves & while colour gum boots).		
Emergency Information Panel			
1	The correct technical name of the dangerous or hazardous goods in letters not less than 50mm high.		
2	The United Nations class number for the dangerous goods in letters not less than 100mm high.		
3	The class label of the dangerous or hazardous goods in the size of not less than 250mm square displayed.		
4	The name and telephone number of the emergency services to be contacted in the event of fire or any other accident in letters and numerals that are not less than 50mm high.		
5	The name and telephone number of the consignor of the dangerous or hazardous goods.		

CERTIFICATE (FINANCIAL CRITERIA)

(TO BE CERTIFIED BY REGISTERED AUDITOR)

From the books of accounts, vouchers, statement and other relevant records produced before us and necessary information and explanations given to us, this is to certify that the Financial particulars of _____ (enter company name and address) During the financial years are as follows

S.NO	FINANCIAL YEAR (For details refer NIT)	ANNUAL SALES TURNOVER (INCLUDES DIRECT INCOME	NET PROFIT	NET WORTH
1	2015-2016			
2	2014-2015			
3	2013-2014			

For _____ (auditing Co Name)

Chartered Accountants

Registration number _____

(SIGN AND Seal)

Memb. No:



Uploads

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Kindly provide contact number and name of person to be contacted for this tender		-	No
2	Confirm that you have studied complete bidding document including Technical and Commercial part and your bid is in accordance with the requirements of the bidding document.		-	No
3	Confirm your compliance to total scope of work and Delivery Period as mentioned in the bidding document. Pls confirm that you have not mentioned any deviations anywhere in the tender except the deviation form		-	Allowed
4	Confirm that you have quoted all taxes, duties as applicable.		-	Allowed
5	Pls confirm that you have not been banned, blacklisted or holiday listed by any GOVT, QUASI GOVT, PSU UNDERTAKINGS IN INDIA		-	No
6	Pls upload the INTEGRITY PACT duly ALL PAGES signed and stamped here		-	Mandatory
7	Pls upload FINANCIAL PQ CRITERIA CERTIFICATE DULY FILLED IN AND CERTIFIED AND STAMPED BY REGISTERED AUDITOR HERE		-	Mandatory
8	PLS UPLOAD ALL SUPPORTING DOCS LIKE AUDITED BALANCE SHEETS, PROFIT AND LOSS ACCOUNTS STATEMENTS DULY CERTIFIED AND STAMPED AND SIGNED BY REGISTERED AUDITOR IN SUPPORT OF PQ CRITERIA HERE		-	Mandatory
9	PLS UPLOAD THE SCANNED COPIES OF PURCHASE ORDERS IN SUPPORT OF PQ CRITERIA HERE .		-	Mandatory
10	If you are NSIC/SME registered vendor, please confirm your registration with NSIC/SME, for any or all items of this Price Enquiry.		-	Allowed
11	If a bidder is NSIC OR MSME, for any OR all items of this Tender Enquiry. If yes then upload registration certificate for this in the upload section. Also mention the relevant tender line items for which NSIC OR MSME is applicable		-	Allowed
12	Price preference shall be considered for units registered with NSIC/SME, as per the prevailing government guidelines, rules & regulations, as applicable		-	No
13	Confirmation that in event of order being placed on you, you shall furnish Security Deposit by way of Demand Draft for 1% of PO value.		-	No
14	Pls confirm your acceptance for PRICE REDUCTION CLAUSE AS PER TENDER		-	No
15	Confirmation that Original MODVAT copy plus transporters copy of invoice shall be submitted along with materials.		-	No
16	PLS MENTION YOUR TIN NUMBER		-	No
17	Please confirm your acceptance to our Arbitration Clause as applicable for Foreign or Indian bidder, enclosed with this tender in GTC (Foreign or Indian bidder as applicable).		-	No
18	Validity of your offer : Please confirm that your offer is valid, for our acceptance, for a period of 120 days from the due date/Extended due date mentioned in this Tender Enquiry.		-	No
19	Tax Deduction at Source : Income Tax will be deducted at source, as per the prevailing Income Tax rules & regulations.		-	No
20	Vendor to upload any other supporting document applicable in this tender here.		-	Allowed
21	Quoting price in unpriced bid would lead to commercial rejection of the bid or disclosing price in anyway in unpriced bid would lead to bid rejection		-	No
22	Vendor to write his PAN number here and declare that the said PAN No. is correctly stated. In case of any false data HPCL shall take necessary action to safeguard its interest.		-	Allowed
23	Vendor to give their best offer initially only. Reverse auction may or may not be conducted. HPCL reserves right on conducting reverse auction. No clarifications would be entertained later. All Taxes must be entered in percentage value only. No lump sum amount to be put anywhere for any taxes. Quoting taxes in value and not in percentage may lead to bid rejection. Confirm acceptance.		-	No
24	Vendor to Upload Commercial Terms and conditions (CTC-Foreign or Indian as applicable), Mumbai Refinery (MR) here		-	Mandatory
25	Vendor to Upload Commercial Terms and conditions (CTC-Foreign or Indian as applicable), Visakhapatnam Refinery (VR) here		-	Mandatory
26	Bidder shall provide postal address, E-mail address, contact details of their customers whose documents are submitted as proof of meeting the PQC of the tender. HPCL has right to contact the clients of the bidder for seeking their feedback on the performance provided by the bidder.		-	Mandatory

Tender No. : 16000221-HD-10157



Tender Published On : 23-Jan-2017 14:28

Integrity Pact				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.