Tender No. : 16000206-HD-10157

Tender Published On : 04-Jan-2017 15:32

Hindustan Petroleum Corporation Limited

Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	FMS SERVICES NZ/NCZ 2017-2020	
Description	This Tender is floated for Procuring Facility Maintenance Services for various HPCL Locations under North Zone and North Central Zone.	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	27-Jan-2017 14:00	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time	13-Jan-2017 14:00	
Pre Bid Conference End Date & Time	13-Jan-2017 16:00	
Queries Start Date & Time	05-Jan-2017 10:00	
Quries End Date & Time	12-Jan-2017 10:00	
Un Priced Bid Open Date & Time	27-Jan-2017 14:30	
Purchase Deptt.	PURCHASE DEPARTMENT CPO	
Fax No.	23030076	
Office Address	Centralised Procurement Office ,6th Floor, Petroleum House ,17, Jamshedji Tata Road, , ,Mumbai ,400020 , ,MH , ,	
TF/EMD Drop Box Address	HINDUSTAN PETROLEUM CORPORATION LIMITED, MARATHON FUTUREX, 9th Floor, N.M. JOSHI MARG, LOWER PAREL E MUMBAI 400013	
Tender Description	This Tender is floated for Procuring Facility Maintenance Services for various HPCL Locations under North Zone and North Central Zone.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	1450000.0

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, bidâ€™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 rom 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.

HINDUSTAN PETROLEUM CORPORATION LIMITED
(A Government of India Enterprise)
CENTRAL PROCUREMENT ORGANISATION - MARKETING
9th Floor, A-Tower, Marathon Futurex, N. M. Joshi Marg, Lower Parel (E),
Mumbai-400 013, Phone: 022-23030076

E-TENDER NOTICE

Public Tender under Two Bid system (Unpriced & Priced) is invited through e-tender for following services from eligible Indian bidders:

TENDER NO.	ITEM DESCRIPTION	EMD AMOUNT	PRE-BID MEETING DATE & TIME	DUE DATE FOR ONLINE BID SUBMISSION
16000206-HD-10157	Facility Mgmt. services-IT for North & North Central Zone.	INR-14.50 Lakhs	13-01-2017 from 14:00 hrs. in Scope Minar, Laxminagar Delhi	27-01-2017 up to 14:00 hrs.

All details, revisions, clarifications, corrigenda, addenda , time extensions etc., to the tender will be hosted on HPCL website (www.hindustanpetroleum.com) only. Bidders should regularly visit this website to keep themselves updated. Bidders meeting the eligibility criteria can participate by logging into the site https://etender.hpcl.co.in

Sr. Category Manager-CPO (Mktg.)

HINDUSTAN PETROLEUM CORPORATION LIMITED

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 <u>after standby period is over</u> 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.

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Line Details Of Tender

Srl. No.	Line Description	UOM	Quantity	Mandatory
	FMS Services		Manadatory: Yes	
1	FACILITY MANAGEMENT SERVICES	Each	36	Yes
DESCRIPTION => SERVICE DESK SETUP AT HPCL PREMISES AT SPECIFIED LOCATION FOR FACILITY MANAGEMENT AS PER SCOPE OF WORK AND TERMS AND CONDITIONS ATTACHED IN TENDER.				
2	RESOURCE FOR FMS	Each	108	Yes
DESCRIPTION => RESOURCE FOR FACILITY MANAGEMENT SERVICES TO CARRY OUT ALL JOBS AS DEFINED IN ATTACHED SCOPE OF WORK, INCLUDING ANY ADDITIONAL ENGINEER REQUIREMENT AS PER TENDER.				
3	DIRECT TECHNICAL SUPPORT, PC	Each	26100	Yes
DESCRIPTION => AMC FOR NON WARRANTY DESKTOPS AS PER SCOPE, TERMS AND CONDITIONS OF THE TENDER.				
4	DIRECT TECHNICAL SUPPT. SERVER	Each	180	Yes
DESCRIPTION => AMC FOR SOME IMPORTANT NON WARRANTY MACHINES WHERE DATA BACKUP ON DAILY BASIS AND MONITORING IS REQUIRED, AS PER SCOPE , TERMS AND CONDITIONS OF THE TENDER. MACHINES MAY NOT BE ACTUALLY TRADITIONAL SERVERS.				
5	DIRECT TECHNICAL SUPPT,PRINTER	Each	14400	Yes
DESCRIPTION => AMC FOR ANY KIND OF LASER PRINTER AS PER SCOPE OF THE TENDER AND AFTER WARRANTY.				
6	DIRECT TECHNICAL SUPPT, DMP	Each	9000	Yes
DESCRIPTION => AMC FOR ANY KIND OF DOT MATRIX PRINTER AFTER WARRANTY.				
7	DIRECT TECHNICAL SUPPT,SCANNER	Each	9000	Yes
DESCRIPTION => AMC FOR ANY KIND OF SCANNER AFTER WARRANTY.				
8	DIRECT TECH. SUPPT,MF PRINTER	Each	1440	Yes
DESCRIPTION => AMC FOR MULTIFUNCTIONAL PRINTER AFTER WARRANTY.				
9	DIRECT TECH SUPPT LINE PRINTER	Each	36	Yes
DESCRIPTION => AMC FOR LINE PRINTER AFTER WARRANTY.				
10	VENDOR MGMT SERVICE,PC/ LAPTOP	Each	28800	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR DESKTOP OR LAPTOP UNDER WARRANTY AS PER SCOPE OF THE TENDER.				
11	VENDOR MGMT SERVICE, SERVER	Each	108	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR HIGH END MACHINES UNDER WARRANTY AS PER SCOPE OF THE TENDER. SERVERS MAY NOT BE TRADITIONAL BUT SIMPLY NORMAL MACHINES WITH HIGH CONFIGURATION REQUIRING MONITORING AND BACKUP AS PER SCOPE.				
12	VENDOR MGMT SERVICE, PRINTER	Each	5400	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR LASER PRINTERS UNDER WARRANTY AS PER SCOPE OF THE TENDER.				
13	VENDOR MANAGEMENT SERVICES DMP	Each	3600	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR DOT MATRIX PRINTERS UNDER WARRANTY AS PER SCOPE OF THE TENDER.				
14	VENDOR MGMT SERVICE, SCANNER	Each	3600	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR SCANNERS UNDER WARRANTY AS PER SCOPE OF THE TENDER.				
15	VENDOR MGMT SERVIC, MF PRINTER	Each	1440	Yes
DESCRIPTION => VENDOR MANAGEMENT SERVICES FOR MULTIFUNCTIONAL PRINTERS UNDER WARRANTY AS PER SCOPE OF THE TENDER.				

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Tender Document				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Tender Document	Tender Document_FMS.pdf	-	No

HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVERNMENT OF INDIAENTERPRISE)

CENTRAL PROCUREMENT ORGANISATION-MARKETING

9TH FLOOR, A WING – MARATHON FUTUREX BUILDING,

C.S. NO 166 ON LOWER PAREL DIVISION, MUMBAI - 400 013

PHONE # 022-23030076, Email ID: dass@hpcl.in

WORKING TIME: 9.00 AM TO 17.00 PM

(EXCEPT ON SATURDAY/SUNDAY/PUBLIC HOLIDAYS)

DOMESTIC LIMITED E-TENDER 16000206-HD-10157

(PROCUREMENT OF FACILITY MAINTENANCE SERVICES FOR VARIOUS HPCL LOCATIONS UNDER NZ & NCZ)

Contact us-*For any technical queries related to operation of the e tendering portal. Please send e-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).*

TENDER DOCUMENT		
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1) INTRODUCTION (visit http://www.hindustanpetroleum.com)

HPCL is fortune 500, Navratna PSU Company operating in oil and gas field. To know more about HPCL please Hindustan Petroleum Corporation Ltd. (hereinafter referred to as HPCL) invites sealed tender offers, from the eligible, reputed and experienced vendors for setup, implementation, operations and maintenance of Facility Management and Infrastructure Management for all its IT equipment/components/services (hereinafter referred to as 'Contract') at its locations (Depots, Terminals, LPG Plants, Regional Offices, T&E stations, Guest Houses etc.) in North Zone (covering states of J&K, HP, Chandigarh, Haryana, Punjab, Delhi, Bihar, UP and Uttrakhand), referred to as 'HPCL NZ' hereinafter. HPCL reserves a right to add/remove the locations or material/areas where services are to be provided.

HPCL, North zone has over 80 locations and all the locations are networked and have IT equipment like pcs, Printers, scanners etc. Equipment covered under this contract, hereafter known as "IT Equipment", such Desktops, Laptops, Dot-Matrix Printers (DMPs), Ink/Desk Jet Printers, LaserJet Printers. And other peripherals like Multifunctional Printers, Scanners, CD Writers, Speakers, Network Nodes (WAN), Wireless Access Points, Attendance recording Machines etc. These IT Equipment's were supplied by different vendors at different point in time. Details of equipment's & present locations are as per **Annexure-Hardware_DTS-VMS.xlsx** .This list is based on the last inventory. However, there may be some variations to this and the vendor will have to do actual Asset Inventory at the start of the contract.

The scope of job includes, broadly, implementation and maintenance of FMS & NMS in HPCL North Zone. The contract is aimed at covering complete IT Support Services to IT components to all Locations in HPCL, North Zone as per **Annexure-Hardware_DTS-VMS.xlsx**.

Clarifications related to the scope of the work if any, may be sought from Mr Sanjeev Bhat Tel: 011-22408432, Ms Sukla Mukhopadhyay Tel: 011 22408433, Ekta Jain Tel: 011-2240 8438 email: ektajain@hpcl.in during office hours from 11a.m to 03.30 p.m. on all working days before submission of tender., 6th Floor, North Tower, Scope Minar, Laxmi Nagar, New Delhi - 110092 for all Technical enquiries.

Quantity requirement mentioned in the Tender against each item is for 3(three) years.

PREBID MEETING:

The prebid meeting is to be held on **13th January 2017 at 1400 hours** at the following venue:

HINDUSTAN PETROLEUM CORP LTD
IS NORTH ZONE
SCOPE MINAR
LAXMINAGAR
NEW DELHI - 110092

Earnest Money Deposit (EMD): Rs. 14,50,000 (Fourteen Lakhs fifty thousand only)

Exemption to pay EMD: The following categories of tenderers are exempted from EMD:
i. Public Sector Enterprises
ii. Vendors registered as Micro / Small Enterprises (MSEs) or with National Small Scale Industries Corporation (NSIC).
For this purpose, in the event of the tendering company being a Public Sector Enterprise, 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 obtained.

You are invited to quote under " Two Bid system" for the above job as per the attached Tender Documents. The bids are to be submitted in two parts i.e. “Un-priced bid” and “Price bid “as electronic digitally signed & sealed bid at site https://etender.hpcl.co.in/

Un-priced Bid: (Techno Commercial Bid)

The Unpriced bid shall consist of EMD, Pre-Qualification, General Terms & Conditions-Services, Compliance Sheet, Exceptions and deviations statement, Terms & Conditions, Declaration for Black Listing & Relatives, E-payment Mandate, Bank Guarantee or any other documents **except priced bid**.

Price Bid:

Online Priced bid should contain only price and taxes and nothing else. The rates shall be offered as basic rate in online priced bid and applicable Service tax and cesses (i.e. swachh bharat cess and Krishi kalyan cess) shall be furnished in the appropriate place provided in the online priced bid (basic rates and all applicable duties, taxes & other levies to be quoted online separately) and shall remain firm till completion of work. **Any increase in statutory taxes/levies or introduction of new taxes/levies such as GST will be to HPCLs account within the contractual delivery period only and any reduction in taxes will be recovered from successful bidder proportionately.**

Earnest Money Deposit: (**Original Instrument: DD/Pay Order/Bankers cheque from PSU or any scheduled bank in favour of Hindustan Petroleum Corporation Limited payable at Mumbai or Bank Guarantee as per format given in tender kept in a separate envelope (super scribed with tender number, job & due date) should be deposited on or before tender due date and time in the tender box provided in the reception at HPCL, Central Procurement Office, 9th Floor, Marathon Futurex, N. M. Joshi Marg, Lower Parel (E), Mumbai- 400 013. In case the EMD (Original Instrument) is not deposited in the tender box (as mentioned above) by tender due date & time, the offer of bidder shall be rejected.**

2) **<u>Note to Vendor</u>**

The order will start from 1st April 2017 to 31st March 2020 and Vendor will have to place his personnel at least 25-30 days prior to taking over from present vendor. The Rate of Contract will be in operation for a period of three years from 1st April 2017, However, HPCL shall review the contract after completion of each year and shall extend it at its sole discretion subject to satisfactory performance of the vendor.

The validity of this contract shall be for a period of 3 years. Rates, Terms and Conditions shall remain same throughout the validity of the contract, unless there are any mutually agreed changes.

3) SCOPE OF JOB

Facility Management Services/ Network Infrastructure Facility Management Services: The Facility Management Services (including NMS) contract (hereinafter referred to as 'contract') shall involve set-up, implementation and maintenance of FMS & NMS in HPCL North Zone. The contract is aimed at covering complete IT Support Services to IT components to all Locations in HPCL, North Zone as per **Annexure-Hardware_DTS-VMS.xlsx**. However Locations may get added or deleted and asset data will be taken on actual inventory basis.

SCOPE OF WORK –INDEX
A. DTS- Direct Technical Support (Includes Hardware AMC of non-warranty items) and LAN Mgmt.
B. Vendor Management Services (VMS) (Warranty, OEM Cases)
C. Asset Management Services & Preventive Maintenance
D. Call / Reports Management.
E. NMS
F. FMS/NM Personnel
G. SLA/Non Compliance Charges- Excel

A. DTS & LAN Management.

Direct Technical support services (DTS)

Entire IT equipment and services in the offices as **per Annexure-Hardware_DTS-VMS.xlsx** has to be directly maintained by the vendor in optimal working condition excluding IT Assets under warranty which shall be taken care under VMS. It includes Preventive Maintenance, diagnosis, troubleshooting, repairing, replacing defective parts, resolving of the problem and re-installation/configuration of desktops, servers, printers, loading and configuration of OS, anti-virus soft wares,

office-automation soft wares, Email and web-browsing soft wares, Hindi software, other packages as decided by HPCL, print services, resource sharing and network services at desktop level .The equipment's also include one LPT Printer kept at main zonal office for heavy printing , rates of which are to be separately quoted as per the rate format.

The DTS shall be comprehensive and onsite. The contract shall include all components of pcs and Printers, including RAM, Motherboard, Hard-disks, Keyboards, Mouse, Printer Heads, Fuser Assemblies, Printer adaptors and cables etc. but excludes consumables like Paper, Printer ribbons, Toner cartridges, Ink cartridges, Floppies, CD's, DAT Tapes, batteries. Please note that all parts if required have to be replaced irrespective of the cause of damage except consumables.

In case of formatting of the machines, the engineer will assist and guide the user regarding the data backup and data restore in his presence in full consultation with the user. Wherever the user is not able to take the backups and restore, same will be done by the engineer in consultation and in presence of the user.

In case of replacement of non-serviceable components, the component should be replaced only with a new component of equivalent or better configuration, wherever technically feasible.

The vendor has to perform roll out of new software/ up gradation of software under agreed rate contract. The vendor has to take care of all new Application/Patches/Services rollout and user support e.g. SCCM, ADS rollout etc. For applications/aspects specific to HPCL setup, our own team shall act as L2 support till your engineers are provided training/information on the same.

The vendor needs to have all drivers of the equipment covered under Direct Technical Support for quick resolution of the complaints.

Vendor to provide support for Video Conferencing, Presentations, Seminars and other similar IT based services at our administrative offices and wherever required for non RE based locations . No Separate payment will be made for such services.

HPCL NZ has small data center having some high end machines which need regular monitoring and maintenance same has to be done as per daily checklist provided by HPCL IS department. Vendor is required to provide the hardware as well as software support to the servers. "The vendor will be required to take Backup of these servers also besides the preventive maintenance and regular activity. He will be required to submit the reports also as decided by HPCL.

LAN Management Services- (Non OFC)

The vendor shall provide comprehensive LAN Management Services to ensure continuous connectivity of all users till local LAN level. The services will include maintenance of Cabling (CAT-5/CAT-6 or higher), UTP Patch Cords, all types of

connectors, I/O Boxes etc. Wherever LAN components like cables, connectors, I/O boxes, patch cords etc. need replacement; same will be done by the vendor as part of contract itself. Conduits will not be included in case of replacement of cable. In case of additional LAN Points, Vendor has to provide the service up to commercial survey. The billing for same will be done separately and is excluded from the scope of this tender.

LAN Management Services- OFC

The detailed requirements of LAN – OFC Management are as follows

OFC Monitoring-

Maintenance jobs involve replacing of OFC cables, reconnection of Fibre termination, Splicing, OTDR testing, OFC path markers, and maintaining updated Network documentation and keeping updated Inventory of OFC Equipment (Active/Passive).

Expansion/Addition:-This activity includes Laying of OFC cables along with related passive components, exposing & burying, splicing, re-connecting, Fibre termination, testing & commissioning for providing connectivity to additional nodes or expanding Network to new buildings/section etc.

Service levels:

In case of Optical Fibre Cable cuts, the same has to be rectified. The vendor should make arrangements for the required skilled personnel along with other arrangements for carrying out the necessary job. OTDR and splicing machine shall be arranged without any extra cost to HPCL. The vendor should factor-in above points while quoting the rates.

Exclusions:-Supply of OFC Active/Passive components, conduits in case of expansions.

Standards: All OFC jobs have to be carried out as per standard Industrial cabling practices. Cable Dressing, Ferruling, Keeping Network Equipment clean will be part of the Maintenance job.

B) Vendor Management Services (VMS)

There are Items which are under Warranty with various suppliers/OEM. The FM vendor shall provide Comprehensive Software Support on such equipment also besides First Level-Diagnostics for all problems. In case it is a hardware related issue which needs support from the supplier (or his OEM), the vendor shall log complaint & track calls with the supplier/OEM till its closure.

Mobile Device Services: First-level technical support to users for mobile devices like Blackberry, Android, IOS for Synchronization with MS Exchange server, ID creation on mobility server, Intranet/internet and mail settings on mobile, iPad other devices,

trouble shooting, assistance on checking the devices etc. has to be provided under VMS.

Updated contacts: Service Desk Executive must maintain an updated on-line Telephone numbers of all vendors and do call allocation and referral to appropriate agency. Service desk must do call tracking and closure of the calls. Service desk Executive must handle problem escalations.

Updated vendor data: The database shall include updated contact details of the vendors, escalation matrix, and AMC period of equipment under AMC, response and resolution time commitments etc. The Service desk must also issue letter, e-mail, fax and build a case report of vendors, wherever deficiency in service is observed. The Service desk must monitor the performance of the vendors and generate the report related with the performance. They should also inform HPCL coordinator regarding expiry of warranty / AMC well in advance. (At least 2 months advance)

Vendor reports: The Service desk shall provide all reports pertaining to Vendor management, vendors' performance analysis, escalation events etc. In case of desktops, the Service desk shall (except direct hardware support) provide all support services directly e.g. Loading and configuration of HPCL provided standard software packages, anti-virus packages, operating systems etc.

Troubleshooting has to be done for all equipment, whether under DTS/VMS. First level calls related to IT equipment, whether hardware or software related, like O.S., Virus, Drivers, Hardware, Printing issues, Network connectivity, etc. have to be attended and resolved. It also includes loading and configuration of all standard packages provided by HPCL e.g. Operating systems, Anti-virus packages, Office automation packages, E-mail and Browsing software, Hindi software, ERP and Citrix clients and other packages decided by HPCL. This contract covers installation of these package and their updates as provided by HPCL from time to time on all the pcs.

The vendor needs to have all drivers of the equipment covered under Vendor Management Support for quick resolution of the complaints. The service engineer should have all drivers available with him while attending the calls.

OEM Service Center Visit for Repairs under emergency cases. In case any material, which is under carry-in warranty / AMC, is to be taken to a supplier/OEM/Service center, the vendor's person/courier shall have to carry it and bring back. No transportation charges or any other charges shall be paid for this. All attempts shall be made not to use the resident engineers/helper for this job. They should be assigned such jobs only in case of urgency, to be decided by HPCL team.

C) Assets Management Services & Preventive Maintenance

Assets Management Services

IT Equipment database maintenance: The Service desk shall maintain database of all IT equipment/components/services including servers, customized soft wares under warranty or AMC with other vendors. The list of all such items is as per **Annexure-Hardware_DTS-VMS.xlsx.** The Asset Management Services includes maintenance of asset (hardware/software) database by recording information like Used by, used for, Configuration, Serial Number, Asset Code, Warranty and AMC etc. details and the updated asset details information must be readily available in hard copy as well as in soft copy. Monitoring and management of up gradation and relocation of assets (including software) should also to be performed by Service desk.

The Vendor in the beginning of the contract must assign the responsibility of the asset management to one of the member of their team and they should duly inform the same to the HPCL nodal officer. The Service desk must maintain the software database including licenses and track changes and version upgrades software license and date validity.

The AM services includes checking and supervising new hardware deliveries and installation, maintain hardware change documents and update data accordingly. It also includes keeping track of those assets which are being interchange from one user to another user due to transfer, promotion or any other reason. Collecting of the HMAC form duly filled in by the users and the dept. Head, updating the same in asset master, labeling of new PC with the Tag Nos. Etc.

The AM services includes report generation in respect of IT assets as and where required by HPCL.

The vendor shall need to carry out an IT inventory verification exercise at all locations and update the same in the Assets management application. The vendor will be required to do the asset compilation and asset reconciliation also as per the satisfaction of HPCL and will be required to submit the fully compiled reports of the locations.

The vendor will be required to take the asset inventory and asset reconciliation of the HPCL Location as and when required by the HPCL. The Inventory has to be updated during Preventive maintenance also. The inventory records should be kept updated.

Initial Inventory shall be taken & verified by successful vendor within 30 days from the start of the contract. No payment will be released unless this activity is completed and any delay will lead to non-performance penalty.

The vendor shall also keep some spares/inventory readily available at locations to comply with SLA’s.

PREVENTIVE MAINTENANCE

Preventive Maintenance for all IS equipment under HPCL Locations should be carried out once in a year as per the schedule and methodology finalized by HPCL IS team. The activity includes but not limited to;

External:(i). Cleaning of Exterior Case of the equipment & its accessories (PCs, Servers, Monitor, Keyboard, Mouse, Printer, Scanner etc.) (ii). Cleaning of Server / Network Racks, Etc.

Internal: (i). Cleaning of Internal Components (CPU, Monitor, Mouse, Printers etc.(ii). Checking the Power, Data Cables, Internal Expansion Cards, Fans, Heat Sinks, CMOS Battery etc. and their connectivity. (iii). Checking of alignment of Printer Ribbons, Ink/toner Cartridges and other components

The Software related PM includes: (i). Removal of all Temporary files including cookies (ii). Clearing of Caches / Buffers (iii). Running of Scan Disk, (iv). Defragmentation of Hard Disks (v). Switch Registry cleaning (VI). Provide list of Software installed in the PC/Server to the HPCL's Nodal Officer.

This job will also include verifying ferruling, correcting ferruling, proper cable dressing, testing the earthling values, clearing switch registers, switch port updations, etc. LAN diagram (Physical/Logical) needs to be verified and updated if changes any to be done during this activity and submit the same to HPCL IS Zonal Team.

Maintenance, cleaning of Communication Rack, Networking equipment's, Power, cable Connection testing and issue escalation. Reports of Network Equipment's Preventive maintenance has to be sent to HPCL's Nodal officer.

All Preventive Maintenance activities should be carried out in compliance with the Industry Standards by proper tools like Handheld Vacuum Cleaner, LAN Tester, and Crimping Tools etc. All the tools required for the maintenance / repair jobs in the scope of work are to be brought by the vendor without any cost to HPCL.

All PM reports shall be submitted to HPCL Nodal officer within 20 days of the completion of the activity.

D) Call Management/Reports Management

The vendor has to establish a helpdesk setup for logging all user complaints and issue the complaint number. The call may be logged through online service desk application provided by HPCL. User shall be guided to log the call himself. However, Helpdesk coordinator must ensure to log the call in system even if received via email or phone or verbally.

Call Management:

The helpdesk shall be responsible for logging all complaints, issue of complaint nos., adjudging severity of the problem, assigning its resident engineer(s) to rectify problem, replacement of faulty parts, coordination for issue of gate passes for materials out for

repairs, receipts of material after repairs, maintaining proper record of the material in/out for services, tracking call status, escalating calls, if necessary to higher levels, generation of call reports and other reports on pending calls etc., analyzing call statistics, logging and following-up with other vendors for rectification of problems with other equipment under warranty/AMC of other vendor's.

Vendor shall make use of the software tools provided by HPCL at the Helpdesk required for Call management and other related services like generation of MIS etc. In case any MIS report is not available, the service in charge may have to import data from Helpdesk application in Excel worksheets and prepare reports as per HPCL's requirements.

All issues must be closed only after confirmation from the user. The sign off can be taken via email, manually or in the system. Calls will be treated open till Users confirmation for closure.

Reports Management:

Following reports have to be generated and analyzed by helpdesk below:

Daily: Direct Technical support services: Call statistics, pending call report, Spares changed, parts received back, parts pending in repairs, spares inventory, Location In charges and IT coordinator list. Vendor management services: Calls logged, tracked, escalated.

Direct Technical Support Services: Pending calls, overall calls statistics, and parts changed, parts sent for repairs and received back, parts pending in repairs, spares inventory. Call type report, downtime report, call trend report, Virus updations.

Vendor Management Services: Calls logged, tracked, and escalated with third Vendor and his performance analysis Assets Management Services: Assets at the end of the month change in configuration /user /location and Non-performance report. Cost of Spares Replaced: Computed report out of Daily Report above and to be submitted along with Monthly Bills.

Need based: As advised by HPCL Nodal Officer.

E) Network Management Services (NMS)

The general scope of NMS Jobs includes;

1. Maintenance and support of LAN connectivity, Wireless LAN, RF Connectivity, VPNs, Video Conferencing by Providing 1st level troubleshooting and diagnosis and escalating the calls to concerned parties. Monitoring tools will be provided by HPCL I.S team.
2. Creation and/or updations of Network diagram, Networking Equipment Asset Management from time to time.

3. Maintenance of Internet/Intranet (HPNET) Connectivity (i.e. Data Dial-up Connection/leased line/Broad Band / ISDN etc.) in coordination with service provider and HPCL NOC team.
4. Maintenance of Petro net/HPNet phones & 1st level troubleshooting and escalating to various backend teams.
5. AMS (Attendance Management System) Machines monitoring for all Locations and issue escalation and coordination with HR/Vendor/I. S teams. Format and Procedure is provided by HPCL I.S team
6. WAP (Wireless Access Points) Monitoring & First Level Configuration, Troubleshooting and escalation to backend teams. Format and Procedure is provided by HPCL I.S team
7. TAS Locations Gateway server Monitoring and Troubleshooting with backend and IS teams. Format and Procedure is provided by HPCL I.S team.
8. First Level diagnosis of switches, routers and other Networking equipment's.
9. Coordination for Preventive maintenance of all network equipment's along with other Computing devices at least once a year.
10. Providing all necessary Support in HQO/Zonal initiated projects.
11. Make reports on demand and coordinate with back end teams for utilization/issues for making MIS reports.

F) FMS Personnel& Roles

The FMS Engineers are to be located at many locations. However, the location for resident engineer can be changed as per the requirement and decision solely depends on HPCL discretion. The list of FMS personnel along with designations are as per **Annexure-FMNM_personnel.xlsx.** The brief duties of FM Personnel are described below. The duties can be altered, modified at HPCL's discretion.

North Central Zone – Helpdesk: From the list 2-Resident Engineers and 1 helpdesk coordinator shall be deputed for NCZ Luck now to look after Bihar and UP locations. NCZ helpdesk shall be reporting to North Zone – IS Department. All reports shall be communicated and cumulated at NZ-Helpdesk at Scope Minar Complex Delhi.

Project Leader: The Vendor shall have one Project Leader for FM Services for HPCL in his own office. The project leader shall act as vendor's single point of interface with HPCL for all issues related to this contract. He shall visit the Zonal office, at least once in 15 days to review of status and performance of the FM Services and take necessary action for improvements or as and when required by HPCL.

CO-ORDINATOR (HELPDESK): The Vendor shall have one Service desk Executive having working knowledge of desktop/laptop and network (LAN/WAN). He / she will be responsible for receiving all calls, logging all calls into online systems, assigning calls to Resident Engineer (RE)/On Call Service Desk Engineer (OCSDE), co-ordinate with all concerned in call resolution, Management of REs/OCSDEs, etc. He / She should ensure the call sheets are filled properly by REs/OCSDEs, collect them on

monthly basis and handover the same to HPCL nodal officer at the end of the month for making payment. Wherever REs are available, he will ensure to keep the minimum inventories that are required to maintain smooth operation of HPCL site without any time loss. He will be keeping the record of material sent out and brought back after repairs.

He / She will escalate the calls pertaining to VMS to the respective vendors and he/she is responsible from call logging to call resolution within the permissible time period as per the SLAs with the vendor.

Resident Engineers (RE): RE is responsible for resolving all service requests and preventive maintenance, including network racks and LAN equipment of his location and attached locations (some 5 to 6 small locations near to his base location). He has to diagnose, troubleshoot and resolve the issues. His scope of work includes, installation & configuration of all standard packages and their updates provided by HPCL e.g. Operating systems, Anti-virus packages, Office automation packages, e-mail system, ERP and any other packages decided by HPCL from time to time. RE should fill a call report completely for each call he has attended duly signed by the user after call completion and forward all such call reports to Service Desk Executive within 7 days.

The RE who is anticipating a hard disk crash or system crash must take additional precaution of taking backup of the machine and then start diagnosing the call. In case of hard-disk replacement/formatting for various reasons or system crash, he shall take backup of the machine and shall reload & configure standard packages provided by HPCL and restore old data once the system is ready.

The RE is responsible for the optimum working of Local area Network of HPCL Locations. He has to make regular visits to all allotted HPCL Locations for checking the health of LAN cable, I/O units, patch panels, Network racks and other LAN equipment. He has to maintain location LAN diagrams and make recommendations' for the improvement of LAN and execute the same. He has to submit the reports to HPCL nodal officer.

Regular preventive maintenance must be done for allotted locations on PC's, printers and Network items by the REs, at least once in a year. Annual schedule of PM shall be prepared by the vendor in consultation with nodal officer

All Resident Engineer should keep with them all necessary tools like Crimping Tools, LAN Tester, Screw Driver set, Multi meter etc. along with the minimum quantities of spares, as mentioned. No separate payment will be made towards the spares (except for the consumables like printer cartridges / ribbons). Vendor has to provide official Mobile to the REs and the same should be made available on 24 X 7 basis.

All Residential Engineers should be reporting to Serviced Desk Executive for all activities. For attendance purpose, all will be reporting to HPCL nominated representative at Location.

Senior FM Engineer: Senior Engineers have all duties of regular Resident Engineer plus monitoring and Solution providing to team members. Responsibilities of Senior FM engineers will be reviewed from time to time to enhance performance and solution to issues.

Team Leader: Team leader will be responsible for ensuring team management, fair call assignment, and technical issue escalation, administrative jobs, and overall coordination, asset, report management along with other designated jobs as mutually decided by HPCL Incharge and Project Leader for complying with Scope of work, Terms & Conditions of the tender.

NM Engineer: NetMon Engineer has to carry all jobs as briefed in Section NMS of the Scope of Work. He has to coordinate with various support division like service providers, NOC ISC Hyderabad, AMS Vendor, TAS Officers at location with the help of HPCL Officer Incharge and adhere to timings and make necessary reports as advised.

Helper/Data Entry Operator: He is the helping hand in carrying out the miscellaneous activities of FMS such as storing, stacking, cleaning, lifting, shifting, transporting various items and any other jobs assigned as and when required. Data Entry Operator will be assigned different jobs related to Assets/Reports mostly related to data entry into different systems.

VIP CLUSTER SUPPORT (24X7)

The VIP Locations under North Zone are DCO, Prize Petroleum, Kautilya Marg, Golf Link & CWG. Suitable manpower will be placed at these locations by vendor after getting approval from HPCL end. There will be a team of three Senior FM engineers for the support of these VIP cluster location. Out of the three Senior FM engineer, one will be placed at Prize Petroleum and other two FM Senior FM engineer will be placed at DCO. They will follow the following roles and responsibilities.

1) They will act as a single point of contact for all calls related to Hardware, Software & Network. They will be responsible for the smooth running of the infrastructure and connectivity at these VIP locations mentioned.

2) They have to attend all hardware or software related calls of O.S., Virus, Drivers, Hardware, Printing issues, Network connectivity, etc. It also includes loading and configuration of all standard packages provided by HPCL e.g. Operating systems, Anti-virus packages, Office automation packages, E-mail and Browsing software, Hindi software, ERP and Citrix clients and other packages decided by HPCL.

3) They should have repository of all drivers of the eqpt available with them required for attending and resolving the calls.

4) They will check and supervise new & existing hardware deliveries and installation, maintain hardware change documents and update data accordingly. They will maintain the updated asset inventory report of the location and will share the same on regular basis.

5) They will maintain Communication Rack, switches, routers and other Networking equipment's. They will be required to do the cleaning of the Communication Rack and do preventive maintenance of all network equipment's along with other Computing devices on regular basis. Reports of Network Equipment's Preventive maintenance has to be sent to HPCL.

6) Maintenance of Internet/Intranet (HPNET) Connectivity (i.e. Data Dial-up Connection/leased line/Broad Band / ISDN etc.) in coordination with service provider and HPCL NOC team

7) WAP (Wireless Access Points) Monitoring & First Level Configuration, Troubleshooting and escalation to backend teams

8) AMS (Attendance Management System) Machines monitoring for all these locations and issue escalation and coordination with HR/Vendor/I. S teams.

9) Maintenance of Petronet/ HPNet phones & 1st level troubleshooting and escalating to various backend teams

10) Creation and/or updations of Network diagram, Networking Equipment Asset Management from time to time.

11) They will provide support on 24x7 basis and will be required to night stay at any of the VIP locations during visit of VIP dignitaries at these locations.

12) They will be required to visit Ministry for IS related Jobs and for Coordinating, Conducting and support for Video Conferencing, Presentations, Seminars and other similar IT based services as may be required.

13) They should provide support to users for mobile devices like Blackberry, Android, IOS for Synchronization with MS Exchange server, ID creation on mobility server, Intranet/internet and mail settings on mobile, iPad other devices, trouble shooting, assistance on checking the devices etc.

14) TA, DA etc. for any visit as mentioned earlier should be cleared by FM vendor without any additional cost to HPCL.

15) They should be well aware about each other's responsibilities and should also act as backup for each other.

16) They should have good communication skills and should be fluent in English.

17) They should follow formal dress code with a tie on all working days.

18) They will follow the instruction and any change of roles and responsibilities as advised by HPCL.

Additional FM Engineers: Additional Resident Engineers may be required (Qualification will be same as mentioned in **Annexure-FMNM_personnel.xlsx.** for different locations of HPCL. The request for Engineers will be given 15 days in advance and will be used for minimum of one month. The decision to take additional FM Engineers is solely at HPCL discretion. The quote for the additional Engineers has been put as separate item in Rate format.

STD Fixed/ FWP Phone/Dedicate Mobile Phone: The vendor will be required to provide the STD Facility for the co-ordination purpose to service desk executive. They have to arrange for the Mobile/ landline/FWP STD phone. The bill amount will not be paid separately but will be part of FM Charges per month. However, the itemized bills should be submitted to HPCL on advice for analysis regarding the usage pattern. In the event of breakdown of STD services, immediate replacement shall be provided by the Vendor. In the event of non-working of the STD phone, the co-coordinator/FM Engineers will have to use their own resources to make calls and in no case will delay in call logging and resolution be accepted on account of non-working of STD Phone. Penalty Charges of Rs250 per day will be levied on account of non-availability of STD Phone.

Training: The vendor will be required to provide the HPCL related training to the Manpower including Service engineer from time to time and will keep HPCL Updated. The training imparted should be both i.e. Technical covering HPCL software and technology and behavioral emphasizing on overall communication skills and attitude. The expenditure for the training will be borne by the vendor itself and each RE must go through this training at least once in a calendar year. HPCL will arrange Conference room/Space in its Zonal /Regional office for training, other expenses of any kind will be borne by the vendor. Training has to be compulsorily provided twice and shall be conducted in 1st and 3rd quarter of the contract year.

Other Details

- The service engineer deputed for out location calls of HPCL should be on direct payroll of the company and should carry the valid I-card with them on call. The service engineer deputed for HPCL site should be well versed with the HPCL applications and tools.
- It is mandatory that a person who is going to work with HPCL team will be coming with all his certificates/testimonials and appears for an interview before HPCL nodal officer and should get approval for inclusion in the team. He should have good behavior and communication skills.

- Help desk In-charge along with his Group and Resident Engineers should be available from 09:00 AM to 06:00 PM on all working days from Monday to Saturday. The RE's placed at other location will also follow the same time as from 09:00 AM to 06:00 PM on all working days. However, if required, the Help Desk In-charge and/or Resident Engineer(s) may be asked to come on Sundays/Holidays along with his other group members wherever advised by HPCL or to report early / leave late, without any additional charges to HPCL. Attendance of all resident engineers and personnel to be maintained daily and responsibility will lie with Helpdesk coordinator /Project in-charge.
- The vendor shall not shift manpower posted in HPCL to other customer's locations during validity of HPCL's contract. The vendor has to ensure contingency arrangement for leave/resignation of FM personnel and intimate the same to HPCL well in advance. In the case of any personnel need to attend office of the vendor or for his/her personal works, he/she should take an approval from HPCL nodal officer before leaving the site. In case of any replacement of any personnel, the replaced person must be equally competent in comparison with person going out of team and there should be proper handing over/taking over.
- Non-resident Location calls should be attended by equally qualified engineers as per the criteria under **Annexure-FMNM_personnel.xlsx**
- Information Systems Department – North Zone reserves the right to depute any engineer from the engineers deputed in various locations and NZ to any other location based on specific requirement. Engineer shall visit the location to attend the call and the cost shall be borne by Vendor.

G) NPC/SLA

Sr. No.	Non Performance (NP) Item	SLA Time	NP Charges (Rupees)
1	Attending Call at RE Location alter registration In service desk/Call/Email time by user	3 Hours	50 per hour of delay
2	Attending Call at other location where No resident Engineer is available if not resolved remotely and engineers visits required at Location from the time of call submission via any mode like Phone/Email/Service Desk	By Close of next working day	50 per hour of delay
3	In case of any part / component replacement or standby is required to be provided, it should be of similar or higher configuration and user should be able to work on the same without losing productivity. HPCL team's decision shall be final is deciding whether provided standby is adequate. Part or Standby provisioning to be done	Within 2 working Days	250 per day of delay
4	For material under direct technical support where standby is given, repaired or permanent	10 days	250 per day per asset

	replacement should be provided within 10 working days		
5	Non Submission of reports after written advice by HPCL.	Daily/Weekly/Monthly	100 per day of delay per report.
6	Punctuality (Office Timings as advised by HPCL) Non Adherence by FM Personnel.	Daily	100 per person per day of indiscipline
7	Absenteeism / On Leave without pre information to FM Incharge Office of HPCL	Daily	700/per person/day
8	Incidence of misbehaviour by any FMS personnel.	Daily	1000/Misbeh-aviour. Warning letter for each misbehaviour. Replacement after 3 such incidents.
9	Non provisioning of Engineer for jobs related to seminars/Conferences at location other than HPCL Mentioned and non-Replacement/Backup Engineer in case of Leave/resignation	Daily	1000/day/person/location/event
10	Preventive Maintenance	Annually	1000/Location where PM is not conducted before end of 3rd Quarter
11	Call reports by Engineers. Details to be put either in service desk or on manual call report as advised by HPCL	Daily	50 per call where report is not made /details not entered in Service desk
12	Solution Implementation as advised by HPCL within Specified time period as agreed with team leader of the group.	Agreed time period	100/incidence of non-conformance per location.
13	Non Availability of STD Phone/Mobile Phone for making calls to resident Engineer/Vendors etc. by FMS Desk	Daily	250 per day
14	Monitoring of Network, Coordination with NOC,	3 hours	50 per hour of delay in escalation to NOC/ Concerned Vendor/Support desk
15	AMS/TAS/WAP Monitoring and issue escalation	3 hours	50 per hour of delay in escalation to NOC/ Concerned Vendor/Support desk
16	PM follow-up for Network Equipment's	Annually	1000/per location where Network Rack PM not

			conducted before end of 3rd Quarter
17	Network Diagram maintenance of all Locations as per Scope in NMS	As and when required	250/location where Network Diagram not maintained.
18	Training (Twice per annum, One in First and one in 3rd Quarter)	Before end of respective Quarter	50,000 Per training. To be deducted in payment of end of 1st /3rd Quarter Month.
19	Project Leader Not Complying to at least one Visit every 15 days	Monthly	5000/Non Compliance.
20	Non availability of Backup in case of Leave /Absence of regular Engineer.	Daily	700/Day/Backup.

4) SPECIAL TERMS AND CONDITIONS

Note: Bidders are requested to note that if there are any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Tender (such as General Terms & Conditions, General Purchase conditions etc.), then terms/conditions given under Special Terms & Conditions will prevail.

1. **TERMINATION OF CONTRACT (FAILURE AND CANCELLATION OF CONTRACT)**

   THE VENDOR SHALL UNDERTAKE CONTRACT FOR ALL ITEMS ON 'AS IS WHERE BASIS IS. THE VENDOR MUST IMPLEMENT, MAINTAIN AND OPERATE THE 'CONTRACT' SERVICES AS STATED IN THIS DOCUMENT. IF THE SERVICES ARE NOT IMPLEMENTED, OPERATED AND MAINTAINED TO THE SATISFACTION OF HPCL, HPCL WILL HAVE THE RIGHT TO CANCEL THE CONTRACT. IN THE EVENT OF CANCELLATION OF CONTRACT, THE VENDOR SHALL BE PAID ONLY FOR THE DURATION FOR WHICH SERVICES WERE RENDERED AFTER DEDUCTING ALL AMOUNTS TOWARDS NON-PERFORMANCE/DELAYED PERFORMANCE ETC. ON PRO-RATA BASIS. IF SUCH AMOUNT IS NOT SUFFICIENT FROM THE AMOUNT PAYABLE AS ABOVE, SUCH AMOUNTS SHALL BE RECOVERED FROM AMOUNT RECOVERABLE UNDER PERFORMANCE BANK GUARANTEE. HPCL RESERVES THE RIGHT TO TERMINATE THE CONTRACT WITH ONE MONTH NOTICE WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

2. **MINIMUM WAGES COMPLIANCE**

   The contractor shall comply with minimum wages act applicable to the area of worksite. The payment of wages should be in line with rates fixed by appropriate govt. The appropriate government in case of HPCL (which is a central PSU) is central government. Minimum Wages are revised by Govt. Of India from time to time. As per the act, higher wages as compared between State and centre have to be given to Personnel. Vendor has to comply with all acts as provisioned. HPCL will pay the differential amount as and when wages are changed as per

Government Notification provided there is difference in actual payment to Manpower compared to Minimum Wage rate at the time of this contract conception. Vendor to submit proof of compliance to minimum wages act from time to time or whenever advised

3. **TERMS OF PAYMENTS**
   15 days from receipt of bill covering the service received during the immediately preceding calendar month. Amount payable shall be paid after deducting applicable charges for non-performance or delayed performance as the case may be. Proof of Adherence to minimum Wages act to be provided with bills/invoices.
4. THE VENDOR SHALL PLACE the important team members, 25-30 days prior to the commencement of the contract to familiarize with the setup and take over from the existing vendor. No payment will be made for this period. During this period, the primary responsibility of providing 'contract' services shall remain with the existing vendor. New Vendor can start Inventory collection/verification at all locations during this period. In no way will any delay in setting up helpdesk services be considered. Vendor must be fully capable to start the services from the first day of the contract itself.
5. THE PARTICIPATING BIDDER SHALL HAVE THOROUGH EXPERIENCE in the similar nature of services. However, at any cost successful bidder shall not give sub-contract to any firm/company/franchise etc. In full or part under any circumstances. If given, contract shall stand cancelled.
6. VENDOR HAS TO COMPLY WITH the requirements advised by HR Department of HPCL or locations, as advised. Vendor has to fulfil all statutory requirements viz. PF, ESI etc. Non-compliance of any such requirement shall not be any excuse for delivering timely service.
7. If performance of any engineer found not satisfactory, he shall be replaced by another engineer with 7 days' notice.
8. AFTER EXPIRY OF WARRANTY FOR ANY ITEM, HPCL at its own discretion, may transfer items covered under VM (Vendor management) to Direct Technical Support Services (Facilities Maintenance) as per the rates quoted by the successful bidder. The SLA, Penalty, Terms & Conditions shall remain same for the new added items also.
9. IF CALL IS LOGGED FOR AN ASSET UNDER DTS AND SAME IS NOT ATTENDED WITHIN SLA PLUS 2 DAYS (4 WORKING DAYS TOTAL), HPCL reserves right to get it repaired by third party and amount of cost required for the repairs per item irrespective of location will be deducted from monthly payment . The deducted amount in such cases will be additional to any penalty limit clause. After the repairs by 3rd party, the asset will be again treated under DTS of the present vendor.
10. The 'CONTRACT' Services shall be implemented, operated and maintained at HPCL, North Zone office at Scope Minar building, 6th Floor, Laxmi Nagar, Delhi - 11 0092 for all offices/locations in North Zone.
11. DEVIATION
    In case of any deviations, please spell them out clause-wise with reason(s) in Annexure_Compliance.xlsx. Same will be review in Technical /Pre Bid and

decision to accept /reject them will be taken. Language of the bid submitted by vendor should be clear, free from jargons. Bidder should not use words and phrases that require interpretation. Bids with vague and indifferent expressions such as "subject to immediate acceptance" / "subject to availability" / "subject to prior sale"/ "information to be provided later" etc. Shall not be considered at all.

12. COMPLIANCE SHEET

    It is mandatory for every bidder to fill-up this compliance sheet with full information. The table shall be referred to decide conformance to HPCL's requirements and HPCL may not revert back to the bidder for seeking any further clarifications. Therefore, bidders are requested to be specific and fill up required information without any ambiguity. The format has been provided in “Compliance Sheet” of attached Annexure_Compliance.xlsx

13. NON PERFORMANCE CAP

    HPCL Expects vendor to comply with terms and conditions as per Scope and mentioned SLA /Non-performance Charges. Penalty is capped at 5% of Total Annual Contract Value per Month. Please note Penalty cap is not on Monthly Contract Value but Annual Contract Value and can be imposed in each monthly bill. Vendor is requested to be careful while complying with SLA’s.

14. INVENTORY /SPARES WITH RESIDENT ENGINEERS

    Successful vendor should keep sufficient inventory of spares /equipment’s with resident Engineers so that SLA is complied.

15. Successful vendor will be required to pay the TA, DA to the Resident engineers during their official visit to other location or during night stay on actual basis. If the vendor fails to reimburse the same then HPCL will make the payment and will deduct the same amount from the monthly payment.

16. **MSE Preference:** Vendors who are registered under MSE shall be able to claim waiver of EMD subject to uploading of valid MSE registration document. However, it may be noted that there will be no purchase preference to MSE in allocation of job, since the nature of this tender is for services and bifurcation of this job is not possible.

17. HPCL'S OBLIGATIONS:
    - HPCL shall assign a nodal officer for coordination with the Vendor.
    - HPCL shall provide reasonable office facilities at Zonal Office. One PC and printer shall be provided for Team's working.
    - HPCL shall provide entry permits to the Vendor's authorized personnel at the work site.
    - HPCL shall provide Intercoms as well as access to direct telephone line to the Service desk executive. The vendor will be required to provide the STD/Mobile Phone Facility for the co-ordination purpose to service desk executive.
    - HPCL shall provide the existing Asset Management database and software to operate the service desk.

5) **Pre-Qualification Criteria for Bidder:** **Offers from Bidders not meeting any of the Pre-qualification criteria (Technical or commercial) shall be out rightly rejected.**

Sl. No	Requirement	Specific Requirements	Documents Required
1	Technical criteria	Applicants shall have experience of having successfully carried out and completed similar work during last seven years reckoned till 31.12.2016 have successfully carried out and completed similar work(s) meeting any of the criteria as stated. a. Three similar completed work, each costing not less than 3.2 crore. b. Two similar completed work, each costing not less than 4 crore. c. One similar completed work costing not less than 6.4 crore.	1. Copy of the Purchase orders / agreement duly notarized. 2. Certificate of performance from customers duly notarized. 3. Job Completion Report as the proof for completed work duly notarized.
2	Financial Criteria	Average Annual Financial Turnover during the last 3 Financial years, ending 31st March, 2016 (i.e. 2013-14 ,2014-15, 2015-16), shall be at least 2.4 crore. For the vendors following financial year closing at the end of June, September or December, the last three financial years ending with the respective quarter of 2016 will be considered	Extracts from the audited 1 .copy of the Balance sheet and Profit & Loss statement for the last 3 financial years are to be provided duly notarized.

Other criteria's (1 to 9 given below) which all the bidders should fulfil else their bids will be liable for rejection. Criteria 9, only in cases wherever applicable.

1	Certificate for Incorporation	The Bidder should be a Company registered in India under the Companies Act, 1956 and should have been in existence continuously at least for the last 5 years as on the last date of submission of the bid	The copy of Certificate of Incorporation should be submitted duly notarized.
2	Business entity	The Bidder should be an established IT / ITES providing company and should have been in the business for a period of at least five years as on the date of opening of Bids.	Memorandum and Articles of Associations duly notarized.

3	Net Worth	The bidder should have a positive net worth of minimum Rs.100 Crores in two years in the last 3 Financial Years. (No negative in the latest financial year)	1. Copy of the audited Profit & Loss Statements for each of the last 3 financial years duly notarized.. 2· Copy of CA certificate to be provided duly notarized.
4	Legal requirements	· The bidder should submit valid documentary proof of Sales Tax/VAT registration number and the details of income tax registration (PAN) along with EPF / ESIC registration numbers. The bidder should have submitted IT returns of last 3 years	1· Copy of PAN Card 2· Copy of Sales Tax / VAT registration 3· Copy of IT returns of last 3 years duly notarized.
5	Quality Manpower	The bidder must have on its roll at least 100 qualified IT professionals	Certificate from bidder's HR Head of the bidder's organization for number of Employees employed by the company duly notarized.
6	Quality Certifications	The bidder should have atleast one of the following certification. ISO 9001:2008 or ISO- 20000.	Copies of the valid certificates from authorized agencies duly notarized.
7	Local Service Centres	The bidder should have offices in all major states in Northern Region i.e. states of J&K, HP, Chandigarh, Haryana, Punjab, Delhi, Bihar, UP and UttraKhand and Engineers on direct payroll of the company should be available on all HPCL Location or nearby cities. Vendor to provide the adequate proof for the same.	List of Office along with contact details & Letter for non-subcontracting.
8	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder is currently not blacklisted by any Central / State Government (Central/State Government and Public Sector) , and is not under a declaration of ineligibility for corrupt or fraudulent practices as of 31/03/2016, must be submitted on original letter head of the bidder .	A Self Certified letter by an authorized signatory.
9	If earlier HPCL Vendor for similar job.	The Bidder if served HPCL in past must provide proof of its satisfactory performance and NOC from HPCL NZ IS.	NOC and Satisfactory performance certificate /Email by Head IS North Zone

6) TENDER EVALUATION METHODOLOGY

TENDER REJECTION CRITERIA

Tenders are liable for rejection with no further reference in the following situations:

a. Tenders **other than online tender.**

b. Tenders **not accompanied with requisite Earnest Money Deposit (EMD) amount** will be out rightly rejected except for exempted entities as per GOI guidelines.
c. Tenders **specifying more than the stipulated delivery schedule. If bidders withdraw this deviation at a later stage of the tender evaluation, then same shall be done without resorting to revised rates.**
d. Tenders **not accepting clause for composite Bank Guarantee** for the performance of the contract and the performance of the deliverables
e. Tenders **not quoting Firm prices.**
f. Not accepting liquidated damages/penalty clause of Tender

After review of the technical bids if there are any deviations, bidder will be asked to confirm to the tender clauses, without any change in price bids. In case, bidder does not confirm to the tender clauses, the tender will be rejected in the following situations:

g. Tender excluding **any item of the scope and deliverables** mentioned in **Section 3: Scope of Job**
h. Tenders having technical specifications at deviations to the specifications mentioned in the tender enquiry.
i. Vendors not accepting LD clause
j. Integrity Pact (duly signed & stamped) not submitted with the technical bid.

Any kind of deviations to tender should be clearly mentioned in the designated space given in online unpriced bid. Deviation mentioned anywhere else shall be ignored and treated as Nil deviation.

Any deviation in online priced bid is not acceptable and shall be treated as Nil deviation.

TENDER EVALUATION CRITERIA

On the Due date for submission of tenders, the unpriced bids will be opened online by HPCL. Priced bids, received along with unpriced bids, will be opened by HPCL after technical evaluation and for those bidders only whose offers are found to be techno-commercially acceptable.

a. Priced bids of only technically acceptable bidders will be opened and considered for price bid evaluation.

b. Bids will be evaluated based on the total price quoted by the bidders including taxes and levies (i.e. on overall lowest basis including taxes and levies and shall be awarded to one bidder only).

c. No revision in the prices quoted by the bidder will be allowed during evaluation of bids.

d. Tenders will be evaluated based on the prices, terms & conditions as quoted in the bid.

e. Selection of vendor will be based on lowest quoted technically acceptable bid.

7) Reverse Auction

i. HPCL reserves its right to conduct Reverse Auction for this tender.
ii. The Reverse auction process, will be conducted through HPCL reverse auction module.
iii. Terms & conditions and Procedure of Reverse Auction are given in this tender
iv. Bidders are required to confirm their willingness to participate in the "online Reverse Auction" for the schedules contained therein.
v. Non acceptance of participation in reverse auction process for a schedule may lead to rejection of the bids for this schedule without any further evaluation.
vi. Once the quoted price is accepted and contract finalized with the successful tenderer, the rates shall be firm during the validity period of the Purchase order.
vii. Unsolicited/conditional discounts if offered by any party will not be considered and offer of party offering such unsolicited discounts are liable to be rejected.

Annexures

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Annexure1 GTS Services	A1 GTC for Services.pdf	-	No
2	Annexure2 Integrity Pact	A2 Integrity Pact.pdf	-	No
3	Annexure3 E Tender Bidding Manual	A3 BIDDING MANUAL FOR BIDDERS.pdf	-	No
4	Annexure4 Instruction to Bidders	A4 INSTRUCTIONS TO BIDDERS.pdf	-	No
5	Annexure5 Tips for Bid Submission	A5 TIPS FOR BID SUBMISSION.pdf	-	No
6	Annexure6Bank Guarantee Formats	A6 BANK GUARANTEE FORMATS.pdf	-	No
7	Annexure7 E Payment Mandate Form	A7 E PAYMENT MANDATE.pdf	-	No
8	Annexure8 Declaration for Black Listing and Relatives	A8 DECLRN BLACKLIST and RELATIVES.pdf	-	No
9	Annexure9 Deviations	A9 DEVIATIONS.pdf	-	No
10	Annexure10 Hardware_DTS_VMS	A10 Hardware_DTS-VMS.pdf	-	No
11	Annexure11 Bidder Details	A11 BIDDER INFORMATION.pdf	-	No
12	Annexure12 Compliance	A12 Compliance.PDF	-	No
13	Annexure13 FMNM_Personnel	A13 FMNM_personnel.PDF	-	No
14	Annexure14 Rate Format	A14 RateFormat_estimation.PDF	-	No

GENERAL TERMS & CONDITIONS OF CONTRACT FOR SERVICES

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 above mentioned item of job 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 the tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Purchase Order is placed on the tenderer this document shall form part of 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/Project-in-Charge shall be the final and the Bidder / consulting firm shall abide by the decision. The decision shall not be arbitrable.

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 for services, information, technical data, specifications, experience, know-how 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 representative/ Project-in-Charge and their decision shall be final and binding and the decision not be arbitrable.

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

2. DEFINITIONS

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

2.1 The term **"Agreement"** wherever appearing in document shall be read as "Contract".

2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorized.

2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.

2.4 The "**Change Order**" means an order given in writing by the Project-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.

2.5 The "**Contract**" between the Owner and the Bidder / consulting firm shall mean and include all documents like enquiry, tender submitted by the Bidder / consulting firm and the procurement order issued by the Owner and other documents connected with the issue of the procurement order and orders, instructions, change orders, directions issued by the Owner/ Project-in-Charge for the execution, completion and commissioning of the jobs and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the Owner at the request of the Bidder / consulting firm and such period of time for which the job is continued by the Bidder / consulting firm for purposes of completion of the work.

2.6 "**The Consultant**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Consultant's legal heirs, representative, successor(s) and permitted assignees.

2.7 The **"Job"** shall mean the jobs to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted jobs as may be required for the purposes of completion of the job contemplated under the Contract.

2.8 The "**Project-in-Charge** " shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on its behalf.

2.9 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, MUMBAI - 400001** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.

2.10 The "**Permanent Job**" means and includes jobs which form a part of the job to be handed over to the Owner by the Consultant on completion of the contract.

2.11 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.

2.12 The "**Site**" means the location at which the job is to be executed or carried out and such other place(s) for the purpose of performing the Contract.

2.13 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.

2.14 The "**Sub-Contractor**" means any person or firm or Company (other than the Consultant) to whom any part of the job has been entrusted by the Consultant with the prior written consent of the Owner/ Project in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.

2.15 The "**Tender**" means the document submitted by a person or authority for carrying out the job and the "**Tenderer"** means a person or authority who submits the tender offering to carry out the job as per the terms and conditions.

3. SUBMISSION OF TENDER

3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of existing means of communications, state of systems, job facilities and any other material / system and their availability and shall obtain information on all matters and conditions as they may feel necessary for the execution of the jobs as intended by the Owners and shall also satisfy of the availability of suitable systems to carry out the specified job. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

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

3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the jobs and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.

3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no job will be considered as extra job and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Project-in-Charge, whose decision shall be final and binding.

3.4 Before filling the Tender the Consultant will check and satisfy all terms of reference to be undertaken and the scope / deliverables by obtaining clarification from the Owner on all the aspects as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Consultant and such a claim shall not be arbitrable.

3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials, travel or cost of manpower or due to any other reasons. Claims on account of escalation shall not be arbitrable.

3.6 Owner reserves their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.

3.7 The Rates quoted by the Tenderer shall include Costs and expenses on all and all other expenses necessary for the full and complete execution and completion of jobs and in accordance with good practice and recognized principles in that regard.

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

3.9 In consideration for having a chance to be considered for entering into a contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.

In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

3.10 The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their tender(s).

3.11 The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of the Project-in-Charge shall be final in this matter.

3.12 The Consultant shall make all arrangements at his own cost to transport the required materials/ equipment's outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the Consultant at his own cost and the rates quoted by the Consultant should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc.

3.13 The Consultant shall not carry on any job other than the job under this Contract within the Owner's premises without prior permission in writing from the Project-in-Charge.

3.14 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any job item, the bill of quantities at a later date or reduce the scope of job in the overall interest of the job by prior discussion and intimation to the Consultant. The decision of Owner, with reasons recorded therefore, shall be final and binding on both the Owner and the Consultant. The Consultant shall not have right to claim compensation or damage etc. in that regard.

3.15 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.

3.16 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

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

(a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

(b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

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

3.17 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasers or over writings are permissible.

3.18 Transfer of tender document by one intending tenderer to another is not permissible. The tenderer on whose name the tender has been sent only can quote.

3.19 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

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

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

b) **SECURITY DEPOSIT:**

Unless specifically provided for in the tender documents or any Special Conditions, 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 <u>one percent (1%)</u> 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 up-to ` 50,000/- and in the form of Demand draft / Bank guarantee beyond ` 50,000/-.

Composite Performance Bank Guarantee (CPBG) for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money); such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

All expenses incurred in obtaining of such guarantee shall be borne by consulting firm.

In case of extension of completion period, consulting firm shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

5. EXECUTION OF WORK

5.1 All the jobs shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, information, technical data, specifications, experience, know-how, any other documents and instructions as may be furnished from time to time to the Consultant by the Project-in-Charge, whether mentioned in the Contract or not. The Consultant shall be responsible for ensuring that jobs throughout are executed in the most proper and workman- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Project-in-Charge.

5.2 For working on Sundays/Holidays, the Consultant shall obtain the necessary permission from Project-in-charge in advance. The Consultant shall be permitted to carry out the job beyond the normal hours with prior approval of Project-In-Charge and the consulting-firm's quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the Owner on this account.

5. a. COMMENCEMENT OF WORK

5.a.1. The Consultant shall after paying the requisite security deposit, commence job within 15 days from the date of receipt of the intimation of acceptance from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

5.a.2. Consultant should prepare detailed fortnightly project implementation programme for approval by the Project-in-Charge within one month of receipt of Letter of Acceptance. The job shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of job in all respects to the entire satisfaction of the Project-in-Charge.

5.a.3. A Letter of Acceptance is an acceptance of offer by the Owner and it need not be accepted by the Consultant. But the Consultant should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner by forfeiting earnest money deposit.

5.b. ASSIGNMENT/OFFLOADING/SUB-CONTRACTING OF JOBS

5.b.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sub-contracted , by the Consultant, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner. Violation of this clause in any manner shall give right to the Owner to take action as provided under clause no.11.2.4 hereinafter.

5.b.2 Any assignment/offloading of job to be made by the Consultant relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by HPCL. Upon the request of HPCL, the consultant shall submit for HPCL's prior approval, the terms of reference or any amendment thereof for such sub-contractor's services. Notwithstanding such approval, the consultant shall remain fully responsible for the quality, proper and expeditious execution of the jobs, performance of services and all the conditions of the contract in all respects as if such assignment/offloading or sub-contracting had not taken place and as if such job had been done directly by the Consultant.

5.b.3 The contract will specify major items of supply or services for which the Consultant proposes to engage Sub-Contractor.

5.b.4 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the Consultant/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause titled "Assignment/offloading/sub-contracting of jobs" and the same action may be taken and the same consequence shall ensue as provided in the clause of "Assignment/offloading/sub-contracting of jobs"

5.c EXTENSION OF TIME

1) If the Consultant anticipates that he will not be able to complete the job within the contractual delivery/ completion date (CDD), then the Consultant shall make a request in writing to the Owner before 2 months of the period of expiry of the contract for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the Consultant or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).

2) **The concerned General Manager/ authorized officer of the Owner shall expeditiously decide upon the request for time extension within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.**

3) **Grant of any extension of time can be by means of issuance of a Change Order / issuance of letter.**

5.d. SUSPENSION OF JOBS

5.d.1. Subject to the provisions of this contract, the Consultant shall if ordered in writing by the Project- in-Charge for reasons recorded suspend the jobs or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the job therein ordered to be suspended until he shall have received a written order to re-start. The Consultant shall be entitled to claim extension of time for that period of time the job was ordered to be suspended in case the reason for suspension of the job is not attributable to negligence or default on part of the Consultant.. Neither the Owner nor the Consultant shall be entitled to claim compensation or damages on account of such an extension of time.

5.d.2. In case of suspension of entire work, ordered in writing by Project-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Consultant shall not be at liberty to remove from the site of the jobs any equipment, or materials belonging to him and the Owner shall have lien upon all such equipment and materials.

5.d.3. The Consultant shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the job stopped from further progress and completion either by the Owner or through other Consultant appointed by the Owner.

5.e. OWNER MAY DO PART OF WORK

Not withstanding anything contained elsewhere in this contract, the Owner upon failure of the Consultant to comply with any instructions given in accordance with the provisions of this contract, may instead engage another Consultant to carry out the balance of job. In such cases, the Owner shall have the right to deduct from the amounts payable to the Consultant the difference in cost of such job and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the Consultant, the Consultant shall pay the difference to the Owner within 15 days of making demand for payment failing which the Consultant shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

5.f. INSPECTION OF JOBS

5.f.1. The Project-in-Charge and Officers from Central or State Government or CTE wing of CVC will have full power and authority to inspect the jobs at any time wherever in progress, either on the site or at the Consultant's premises/jobs of any person, firm or corporation where job in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Consultant shall afford or procure for the Project-in-Charge every facility and assistance to carryout such inspection. The Consultant shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Project-in-Charge or his representative to visit the jobs shall have been given to the Consultant, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Consultant's agent shall be considered to have the same force as if they had been given to the Consultant himself.

5.g. ALTERATIONS AND ADDITIONS TO SCOPE, DELIVERABLES, DESIGNS AND JOBS

5.g.1. Any alterations / modifications, additions and/or substitutions to the schedule of job, scope and deliverables that may become necessary or advisable or during the progress of the job shall be mutually discussed and agreed between the parties.

5.g.2 Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

5.g.3 Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted job which the Consultant may be directed to carryon in the manner as part of the job shall be carried out by the Consultant on the same conditions in all respects on which he has agreed to do the job. The time for completion of such altered added and/or substituted job may be extended for that part of the particular job. The rates for such additional altered or substituted job under this Clause shall be mutually discussed and agreed between the parties.

5.h. PROVISIONAL ACCEPTANCE

Acceptance of sections of the jobs for purposes of carrying out pilots, testing concepts and similar usages by the Owner and payment for such job or parts of job shall not constitute a waiver of any portion of this contract and shall not be construed so as to prevent the Project-In-Charge from requiring replacement of incomplete / defective job that may become apparent after the said acceptance and also shall not absolve the Consultant of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that job or the Contract until the job is completed in full in accordance with the provisions of this Contract.

5.i. COMPLETION OF JOB AND COMPLETION CERTIFICATE

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

a) incomplete jobs, if any, to be completed by the consultant
b) defects, if any, to be rectified by the Consultant
c) the date of completion.
d) final submission of report
e) user Training and Project Sign Off

5.j. DEFECT LIABILITY PERIOD

5.j.1. The Consultant shall guarantee the job executed and its workability and / or suitability of the deliverables, designs, tools, drawings etc. as narrated in the scope of work for a period of 12 months from the date of completion of the job. Any defects or incompleteness in deliverables, designs etc. that may arise or lie undiscovered at the time of completion of the job shall be rectified by the Consultant at his own cost. The decision of the Project-In-charge / Owner shall be the final in deciding whether the defect has to be rectified or replaced.

5.j.2. The Owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise (i.e. by e-mail / fax) and the Consultant within 15 days of receipt of the intimation shall start the rectification job and complete within the time specified by the Owner failing which the Owner will get the defects rectified by themselves or by any other Consultant and the expenses incurred in getting the same done shall be paid by the Consultant under the provision of the Contract.

5.k. DAMAGE TO PROPERTY

5.k.1. Consultant shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all information systems and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the job of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Consultant, his employees, agents, representatives or Sub-Contractors.

5.k.2. The consulting-firm shall indemnify and keep the Owner harmless of all third party claims arising under or by reason of this contract.

6. DUTIES AND RESPONSIBILITIES OF CONSULTANT

6.a. CONSULTING FIRM'S OBLIGATIONS

6.a.1 Consulting-firm's scope of work shall be as detailed in scope of work. To carry out the assignment properly, consultant shall have to visit HPCL offices / sites / locations.

6.a.2 Consultant shall designate qualified experts with adequate experience and Consultant shall render services to the best of their experience, knowledge and ability, which are possessed and used in practice by Consultant at the time of execution of the contract. Within this scope, Consultant takes over a liability to this effect that its services are properly executed and without defects. In case any deficiencies are found in the documents submitted by Consultant to Owner under this contract, Consultant shall, at no cost to Owner, correct such deficiencies and resubmit to Owner the corrected documents, provided, however, that such deficiency are not due to inaccurate data, or information furnished by Owner to Consultant.

6.a.3 If for any reason beyond the control of the Consultant, there arises a need to replace any personnel or experts, the Consultant shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the Owner.

6.a.4 Deficiencies, if any, shall be made good/ rectified by Consultant free of charge, within thirty days from the date of intimation by Owner.

6.a.5 Nothing in this Article shall abrogate or abridge the Consulting-firm's own liability for infringement or violation of patent of a third party and shall fully indemnify the Owner, if such infringement or violation is proved before and sustained in court of law including any legal expenditure incurred by the Owner.

6.a.6 Upon full and final payment, the Owner shall have a perpetual, non-exclusive, non-transferable, paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the Owner by the consultant.

6.a.7 It is expressly understood and agreed by and between the Parties that the Owner is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Consultant expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Consultant hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claims, cause of action or thing whatsoever arising of or under this contract.

6.b. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONSULTANT

6.b.1 The Consultant shall be solely and exclusively responsible for engaging or employing persons for the execution of job. All persons engaged by the Consultant shall be on Consultant's payroll and paid by Consultant. All disputes or differences between the Consultant and his/their employees shall be settled by Consultant.

6.b.2. Owner has absolutely no liability whatsoever concerning the employees of the Consultant. The Consultant shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees.

6.b.3 The Consultant shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractor and any other person engaged by him that their appointment/employment is not by the Owner but by the Consultant and that their present appointment is only in connection with the contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

6.c. FIRST AID AND INDUSTRIAL INJURIES

6.c.1 Consultant shall maintain first aid facility for his employees and those of his Sub-Contractors.

6.c.2. Consultant shall make arrangements for ambulance service and for the treatment of all types of injuries.

6.c.3. All industrial injuries shall be reported promptly to Owner and a copy of Consultant's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

6.d.1 The Consultant shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the job or as required by the Project-in-Charge in respect of all personnel directly or indirectly employed for performance of the jobs and shall provide all facilities in connections therewith

6.d.2. The Consultant shall observe and abide by all fire and safety regulations of the Owner.

6.e. INSURANCE AND LABOUR

6.e.1 Consultant shall at his own expense obtain and maintain an insurance policy with a Nationalised Insurance Company to the satisfaction of the Owner as provided hereunder.

i) The Consultant shall, for the duration of the contract, take out and maintain:

a) Group Personal Accident Insurance Policy covering the consultant's own staff.

b) A Workmen's Compensation Insurance Policy covering the consultant's personnel at site.

c) An Insurance Policy covering the consultant's own property at site.

ii) The consultant shall fully indemnify the Owner against the losses, liabilities, claims, costs and expenses consequent upon:

a) Injury to the consultant's own staff.

b) Injury to the persons referred to in sub clause 6.e. (i)

c) Loss of or damage to the consultant's own property site; arising out of or in the course of the contract.

6.f. DOCUMENTS CONCERNING JOBS

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

6.f.2. The Consultant shall keep and maintain secrecy of the manuals, technical-know how, documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. The Consultant shall not issue manuals, technical-know how, drawings and documents to any other agency or individual.

6.f.3. Consultant will not give any information or document etc. concerning details of the job to the press or a news disseminating agency without prior written approval from Project-in-charge. Consultant shall not take any pictures on site without written approval of Project-in-Charge.

6.f.4 Consultants working within HPCL locations or Office premises will be governed by HPCL IT Security Policy (as per Chapter 1 of the policy) i.e. with regards to use of HPCL WAN/LAN network, USB devices/Portable hard disks, Internet access etc.

7. PAYMENT OF CONSULTANT'S BILLS

7.a. PAYMENTS

7.a.1 Payments will be made against Running Accounts / progressive bills certified by the Owner's Project-in-Charge within 30 days from the date of receipt of the certified bill by the Disbursement Section of the Owner.

7.a.2. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments in the final bill.

7.a.3. The final bill shall be submitted by the Consultant within one month of the date of completion of the job fully and completely in all respects.

7.a.4. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the Owner.

7.a.5 In all cases, payment shall be tendered to the consultant in the electronic mode for which necessary bank mandate should be provided to the Owner. However, Owner reserves the right to make payment in any alternate mode also.

7.b. RETENTION MONEY

7.b.1 10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by Consultant or in workmanship shall be rectified or replaced by the Consultant at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Consultant. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Consultant.

7.b.2 The retention money is not applicable, if the Consultant provides Performance Bank Guarantee (PBG) for 10% of the Job / contract value.

7.c.STATUTORY LEVIES, TAXES AND DUTIES

7.c.1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service other than service tax and quoted price should include all such taxes & duties, if applicable excluding Service Tax including educational cess if any, which will be quoted separately.

7.c.2 All Domestic Consulting-firm's should have service tax registration and to provide a copy of such registration certificate quoting their Service Tax Registration number and classification of service along with bid document.

7.c.3 In case of Foreign Consultants, where the service is provided from the establishment within India, clause 7.c.1 and as applicable to Indian Bidder in 7.c.2 would apply. Where the service is provided from the establishment situated outside India, service tax will be paid by the Owner as recipient of service as per existing Act & Rules.

7.c.4 The Owner may claim cenvat credit on service tax. The bidder should quote service tax separately (rates and values) . Bidder should provide tax invoice as per the act / rules to enable owner to claim service tax.

7.c.5 All taxes & duties payable outside India in respect of performance of the contract shall be borne & paid by the Consultant. The Consulting-firm shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.

7.c.6 Unless specifically provided for in the tender documents or any Special Conditions, Variations of taxes i.e., Service tax quoted in price bid arising out of the amendments to the Central / State enactment, in respect of services covered under this bid shall be to Owner's account, so long as :

(i) **They relate to the period from the date / time of opening of the bid, but before the** contractual completion period (excluding permitted extensions due to delay on account of the Consulting-firm, if any) or the actual completion period, whichever is earlier; and
(ii) The consultant furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

7.c.7 The Consultant shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the delivery and payment schedule execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Consultant.

7.d. Income Tax

7.d.1. Statutory deductions like Income tax etc. will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Consultant from appropriate authority.

7.d.2 The Consultant shall provide Permanent Account Number (PAN) taken in India under Indian Income Tax Act, 1961 and provide a copy of the same as part of Bid Document.

7.d.3 In the case of Overseas consultants the following are to be provided:

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

b. The Overseas Consultant shall state/declare whether they have Permanent Establishment (PE) as defined in the respective DTAA with which they are governed under. It would be their responsibility to notify the Owner, in advance, as and when any change in their PE Status occurs as this status would be the determinant factor for determining appropriate withholding tax rates.

c. Whosoever the Overseas Consultant who have PE in India, as stated above, it would be their responsibility to get a Withholding Tax rate (Income Tax - TDS rate) determined Under Section 195 of the Indian Income Tax Act, 1961, for each of the Financial Year in which payments would be actually released. A self-attested 'True Copy' of the Certificate issued by Indian Income Authorities shall be furnished post which any payment would be released. In the absence of this document, TDS Rate at maximum rate, as applicable for a Foreign Company, would be applied.

7.d.4 Failure by the consultant to provide PAN Number (as stated above) would warrant deduction of tax at a higher rate (20% in April 2012) of tax. The issuance of TDS Certificate (Withholding tax Certificate) in such cases would be determined by the provisions of Indian Income Tax Act, 1961, which generally lays stress on furnishing of PAN Number.

7.d.5 Tax Deducted at Source (Withholding Tax) would be to Consultant's Account. Wherever PAN No. is provided, TDS Certificates would be issued from time to time. DTAA, generally provides for Tax Credit to the extent Income Tax paid in India while declaring in Host Country, the Income earned pursuant to this assignment, subject to the local laws of the Country where the Overseas Consultant is a Resident. The Consultant shall accordingly bear this in view while finalizing their price bid amount, after taking appropriate Expert's advice as they deem fit.

7.d.6 The Overseas Consultant shall be wholly & exclusively responsible for any incidence of personal income tax including filing of Tax Return, falling, if any, on the Overseas Consultant's Non Resident Employees/Associates etc. who work on this assignment. The Owner is in no way responsible for any such taxes.

7.d.7 In the event of Indian Tax Authorities seeking any details of the Contract/Payments made etc. pursuant to this tender materializing into a Contract, it would be disclosed and should not been seen as breach of privacy.

8. PAYMENT OF CLAIMS AND DAMAGES

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

9. CONSULTANT TO INDEMNIFY THE OWNER

9.1 If claims are lodged against Owner by third parties for compensation of damage or loss caused by Consultant's or its expert's fault, Consultant shall keep indemnified Owner against all claims raised by third parties.

9.2 The Consultant shall fully indemnify the Owner and every member, officer and employee of the Owner, also the Project-in-Charge and his staff against any losses or damages arising out of loss or damage which may be made against the Owner for or in respect of or arising out of any gross negligence / failure by the Consultant in the performance of his obligations under the contract. In the event of any third party raising claim or initiating any suit against the Owner on the ground that Owner's use of the document provided by the Consultant infringes any patent rights belonging to such third party, the Consultant shall indemnify, keep indemnified and hold harmless the Owner against all actions, claims, damages, losses and expenses raised by third parties and arising from or incurred by reason of any infringement of patent.

10. DEFECTS AFTER TAKING OVER OR TERMINATION OF JOB CONTRACT BY OWNER

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

11. **TERMINATION OF CONTRACT**

11.1 The Owner may terminate the contract at any stage of the Project for reasons to be recorded in the letter of termination.

11.2 The Owner inter alia may terminate the Contract for any or all of the following:

11.2.1 **Termination for Default**

HPCL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving one month notice if Consultant fails to perform any obligation(s) under the contract and if Consultant, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.

11.2.2 **Termination for Insolvency**

The Owner may at any time terminate the contract by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

11.2.3 **Termination for convenience**

The Owner may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Owner till the date upon which such termination becomes effective.

11.2.4 **Termination for Other reasons**

The Owner may terminate the Contract for any or all of the following reasons that the Consulting Firm:

a) Has abandoned the work/Contract.
b) Has failed to commence the jobs, or has without any lawful excuse under these conditions suspended the job for 15 consecutive days.
c) Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Consulting Firm.
d) Has to the detriment of good workmanship or in defiance of the Officer's instructions to the contrary sub-let any part of the Contract.
e) Hasacted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
f) Has stopped attending to job without any prior notice and prior permission for a period of 15 days.
g) Has become untraceable.
h) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the Owner.

11.3 The Owner on termination of such contract shall have the right to appropriate the Retention Money and return to the Consultant excess money, if any, left over.

11.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the job either by themselves or through any other Consultant(s) at the risk and cost of the Consulting Firm. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the job on any nominated Consulting Firms. However, the overall liability of the Consulting Firm shall be restricted to 100 % of the total contract value.

11.5 When the contract is terminated by the Owner for all or any of the reasons mentioned above the Consultant shall not have any right to claim compensation on account of such termination.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY

12.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Owner harmless and indemnify the Owner from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

12.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to the Owner will be property of the Owner.

12.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.

12.4 Consultant shall not without the prior written consent of the Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

13 CONFIDENTIALITY

13.1 Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by the Owner without the prior written consent of the Owner .

13.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

14. ASSIGNMENT

14.1 Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of the Owner which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

15. LIABILITIES

15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

15.3 The amount of liability will be limited to 10% of the contract value.

16. RECTIFICATION PERIOD

16.1 All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

16.2 No deviation from such conditions shall be made without the Owner's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether Management, engineering, design data or other information has been furnished, reviewed or approved by the Owner) are guaranteed to be of the best quality of their respective kinds.

16.3 Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

17. FORCE MAJEURE

17.1. Any delay in or failure of the performance of either party 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 Consultant shall keep records of the circumstances referred to above and bring these to the notice of the Project-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 Consultant, shall be final and binding. Such a determined period of time shall be extended by the Owner to enable the Consultant to complete the job within such extended period of time.

17.2. If Consultant is prevented or delayed from the performing any of its obligations under this contract by Force Majeure, then Consultant 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.

17.3 In the event of delay lasting over one month, if arising out of causes of Force Majeure, the Owner reserves the right to cancel the Contract and the provisions governing termination of contract shall apply.

17.4 In the event of any force majeure cause, consultant or the Owner shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

18. ARBITRATION

18.1 The Owner and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

18.2 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the contract, 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 contract (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 contract 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.

18.3 The Owner shall suggest a panel of three independent and distinguished persons to the Consultant to select any one among them to act as the sole Arbitrator to adjudicate the disputes and differences between the parties. The Sole Arbitrator can be a retired officer of 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.

18.4 In the event of failure of the Consultant to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the Consultant shall stand forfeited and the Owner shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Owner on the appointment of Sole Arbitrator shall be final and binding on the parties.

18.5 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.

18.6 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.

18.7 The Award of the Sole Arbitrator shall be final and binding on the parties to the contract.

18.8 The job 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.

18.9 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.

18.10 The fees of the Arbitrator and expenses of arbitration proceedings, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. A fixed professional fee of ` 1.0 Lakhs shall apply for the entire arbitration proceedings. Fees shall be paid stage wise i.e. 25% of the fees would be paid acceptance, 25% on completion of documentation and balance 50% on receipt of the award of the Arbitrator. The following amounts are payable to the Arbitrator

i. A lumpsum amount of ` 10,000/- expenses towards stenographer, stamp paper, postal charges and other expenses which will be paid at the time of acceptance.
ii. A sum of ` 1,500/- per hearing towards local conveyance charges.

18.11 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.

18.12 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 Mumbaifor all purposes. The Arbitration shall be held at Mumbai conducted in English language.

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

18.14 In case of Government Public Sector Undertakings, the clause shall be applicable as per Government guidelines.

19. PRICE REDUCTION

19.1 In case of any delay in completion of the work beyond the Contractual Delivery Date (CDD), the Owner shall be entitled to be paid Price reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Consulting firm or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

19.2 The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.

19.3 Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).

19.4 This final calculation of price reduction shall be only on the value of the unexecuted portion / quantity of work as on the CDD.

19.5 Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 11.4 and any right to get the defects in the work rectified at the cost of the contractor.

20. ACQUISITION OF DATA

20.1 If required, Consultant shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. The Owner , if requested in writing by consultant, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the Consulting Firm.

21. INTEGRITY PACT

21.1. Integrity Pact : Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is ` 1 crore& above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

22. GRIEVANCES

22.1 Grievances of parties participating or intending to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressals available on the Owner's website.

23. GENERAL

23.1 The Purchase Order will be complete in all respects and supersedes all previous correspondence, record notes, Minutes of Meeting, discussions, and representations.

23.2 Either party has not made or does not make any representations, covenants, warranties or guarantees and does not assume any liability, express or implied, other than those expressly set forth in this contract. All further claims and/ or remedies with respect to damages and/ or losses of any kind are excluded.

23.3 In no case, Consultant shall be liable for any indirect or consequential damage or loss, such as but not limited to loss caused by any decision to proceed or not to proceed with a project, loss of profit, increase cost of investment, construction, interest and the like.

23.4 Tenderers are requested to carefully study all the Tender documents and tender conditions before quoting their rates. No alteration in the Tender will be allowed after the opening of the Tender.

23.5 Every Tender must be strictly in accordance with the Owners Conditions and Terms of Reference.

23.6 All entries in the Tender must be written in permanent ink or typewritten and there should be no erasures or over writing. Corrections, if any, should be attested under the full signature of the Tenderer.

23.7 All rates given in the Tender must be expressed both in words and figures and where there is a difference between the two, the rates given in words will be taken as correct.

23.8 Any Tender received late or not conforming to the terms and conditions prescribed in the Tender Documents will be rejected. Tenders not accompanied by Earnest Money, (unless eligible for exemption) will be rejected.

23.9 It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of tender and the successful tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Tenderer of any clerical error or mistake, which may occur in the general terms and conditions for services, terms of reference or Tender Forms supplied to the Tenderer.

23.10 Any terms and conditions attached / printed overleaf of the vendors offers will not be binding on the Owner.

23.11 The Tenderer should read the tender conditions carefully and return one copy to the Owner duly signed by them in token of having read, understood and accepted the conditions.

ANNEXURE-A

AGREEMENT
(UNDER INTEGRITY PACT)

No.
Dated.

To:
HINDUSTAN PETROLEUM CORPORATION LIMITED
Sub : Procurement of Bidding Documents

Ref. Tender no-16000206-HD-10157

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 (state the number of days from the last date for the receipt of tenders stated in the NIT) ..... days 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 ..... days 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 honor 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, yours faithfully

Sukanta Das.

(BIDDER) (PURCHASER)

#(This agreement should be "pre-signed" by the authorized representatives of the applicable Function/SBU on behalf of HPCL at the time of invitation of tender).

ANNEXURE-B

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of _____ 2016, between, on one hand, Hindustan Petroleum Corporation Limited acting through Sr.Category Manager–HPCL-Central Procurement Organization (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._____ represented by Shri _____, _____, (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 FMS Services as mentioned in the tender and the BIDDER/Seller is willing to offer/has offered FMS SERVICES NZ/NCZ 2017-2020.

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, favor 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 pre-contract 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, favor, 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, favor, 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 favor or disfavor 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.

(iii) 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 anyone 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 L1BOR. 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 Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission 1. Smt. Ranjana kumar, 2. Shri. Dipak Chatterjee, 3. Shri. Ramesh Chandra Panda, Contact Address- C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17 Jamshedji Tata Road, Church gate, Mumbai-400 020

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 authorized 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 _____ on _____

BUYER	BIDDER
Sukanta Das Sr.Category Manager HPCL-CPO	Name of the Officer Designation Name of the Organisation/Dept./Ministry/PSU
Witness (for Buyer)	Witness (For Bidder)
1. Anuj S. Baronia	1. _____
2. Binu. K	2. _____

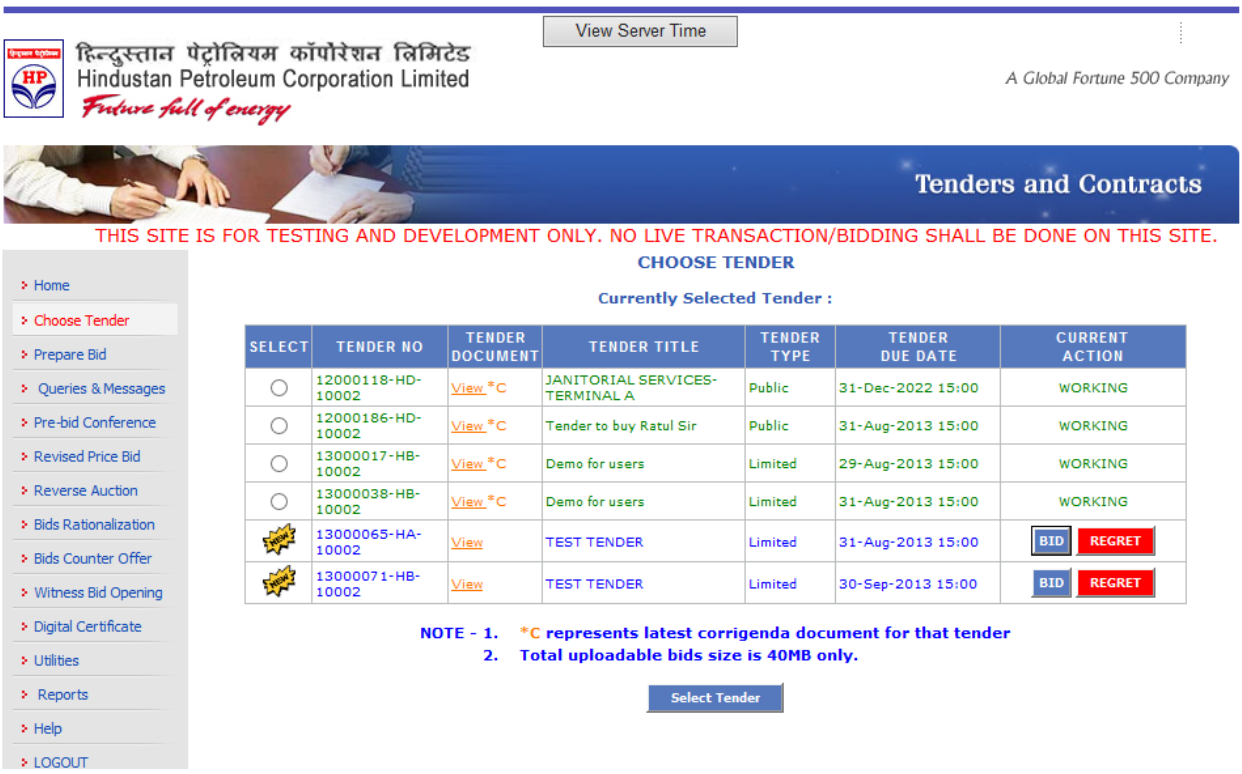
Vendor Bidding Guide for Two Bid Tender

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*.

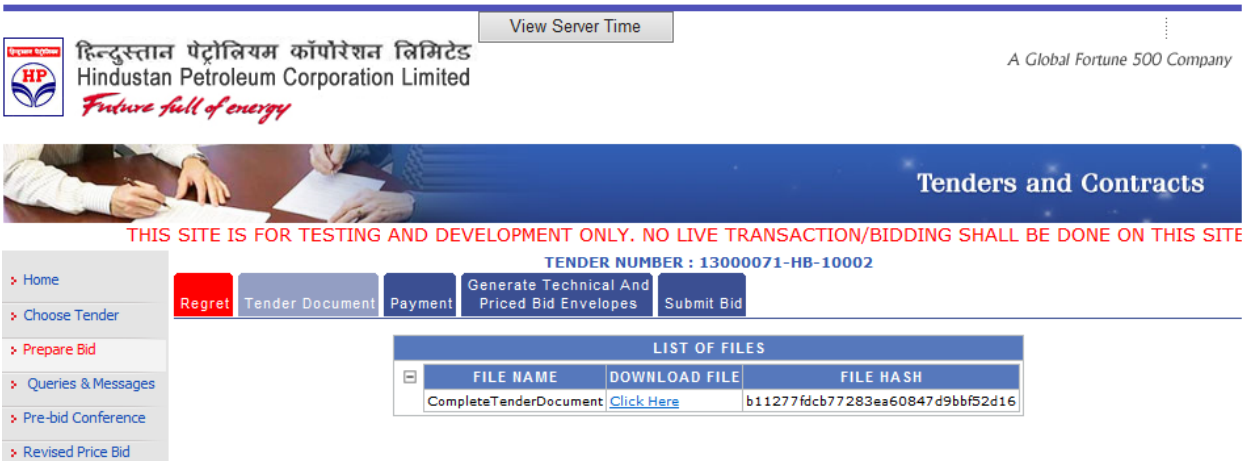
On the above screen enter your 8 digit Vendor code and password as issued for "Bill Tracking system". Alternately, click on "Temporary registered user", enter your email Id and corresponding password as registered by you.

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

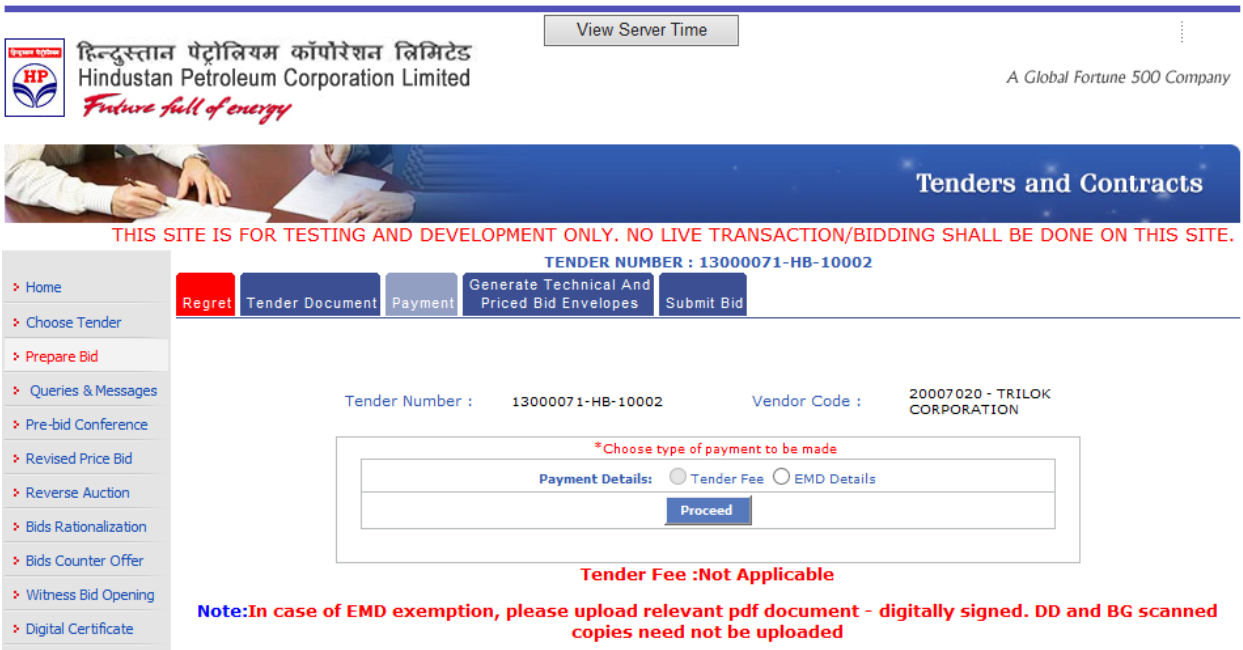


Click on “Choose Tender” in the left hand pane. All tenders lying in the inbox will be visible. You may either click on “Bid” or “Regret” as the case may be. Please note that in case you click on “regret”, you will not be allowed to prepare bid or submit bid. However the “Bid” button will stay active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

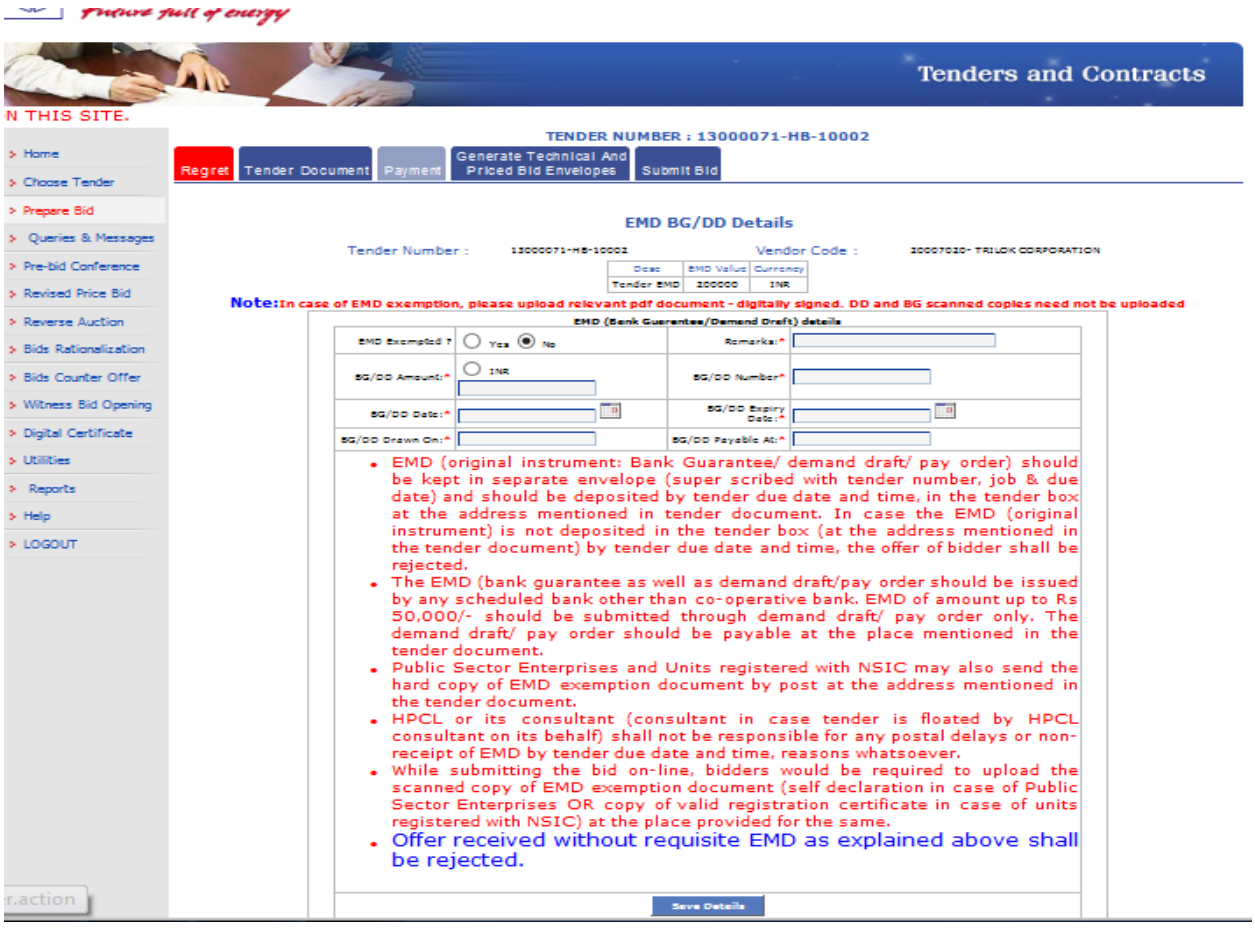
Click on the radio button to select one of the tenders (in this case two bid tender) for working and then click on “Select Tender”. At any point of time, only one tender can be worked upon.



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.



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



After entering all details click on “Save details”.

Next click on the upper tab “Generate Technical And Priced bid envelopes”

You will get two options:

- **Work without attaching docs**
  (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 docs & 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)

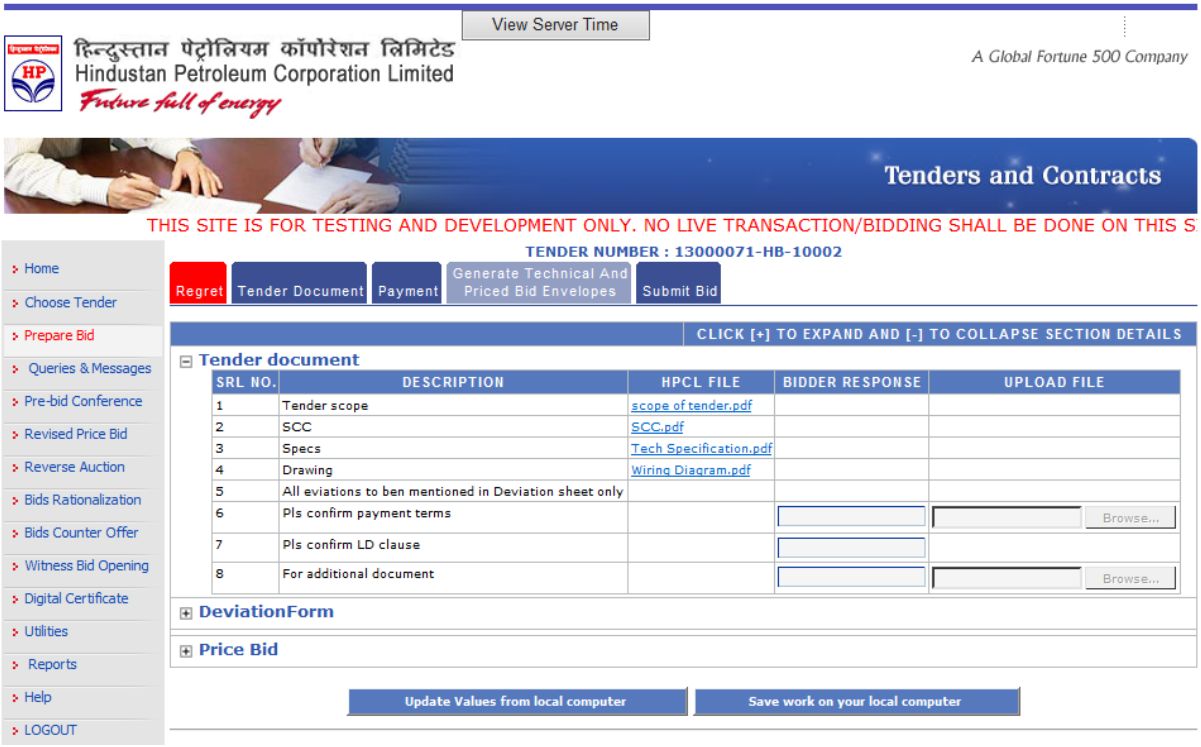
Please select the appropriate option and enter all responses as required. *As a thumb rule, if the tender has only **few items** and few questions to respond, you can directly go to the tab “**Attach docs and Generate Envelope**” enter values and generate the bid for submission*.

*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 docs and Generate Envelope.***

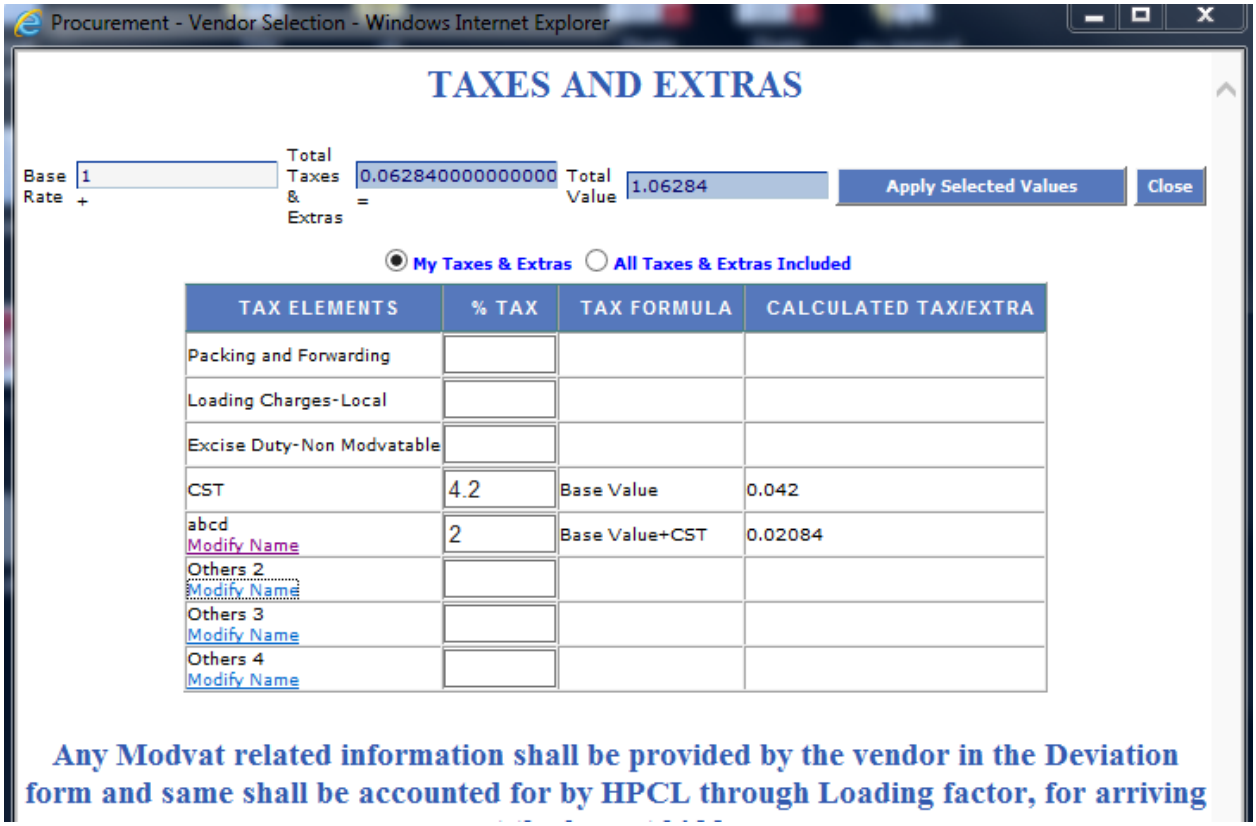
The brief steps to generate the Technical Bid and Price Bid envelope is as given below:

Click on “Prepare tender” >> “Generate Technical and Priced Bid Envelope” >> “**Work without attaching document**”. Here you must enter the rates and taxes, enter responses to question etc, except for uploading the documents.

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



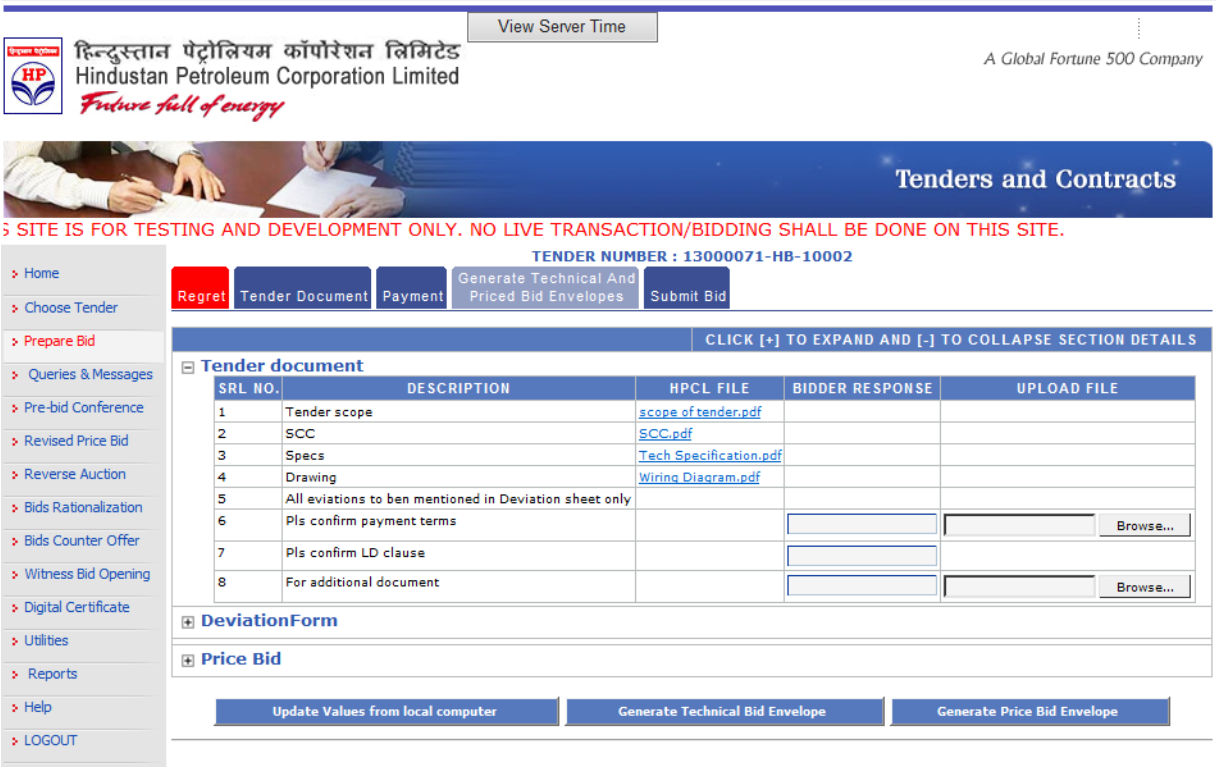
Enter the rates for the various items in the tender. Select the level where the taxes have to be applied i.e, “Header level taxes” or “Schedule level taxes” or “Line level taxes”. Click on the appropriate label and enter the taxes as shown below:



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 Values". <u>In case there are no taxes on the item please click on the radio button "All taxes & Extras Included" and click on "Apply selected Values" in the dialogue box for "Taxes and Extras".</u> Please note that the bid cannot be generated without populating the "Derived value".

- **Once you have made adequate entries and nearing 20 minutes, please click on the tab "<u>Save work on local computer</u>", show the path as "Desktop" or "My document" etc and <u>save your work</u>". An xml file containing <u>your</u> data will get saved in <u>your</u> computer.**
- **Now click on "Upload values from local computer" and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. <u>You can do this as many times required</u>. The main advantage is that your work is always saved and available for use.**

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 Docs & Generate Envelope"



- **Once you are through with all the rates and responses, you may click on the tab "Generate Technical and Priced bid envelope">> "Attach doc and generate envelope". Now click on the tab at the bottom of screen "Update value from local computer". You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.**
- **Please remember to upload only the latest generated xml file.**
- **Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on "Generate Technical Bid envelope" followed by "Generate Priced bid envelope". You will get an option to save document, which can be saved in "desktop" or "My documents".**
- **Please note that in case you want to modify some value in your bid document simply click on "Update value from local computer" and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again "Generate technical bid envelope" followed by "Generate Priced bid envelope".**

PLEASE REMENBER TO GENERATE BOTH THE PDF DOCUMENTS.

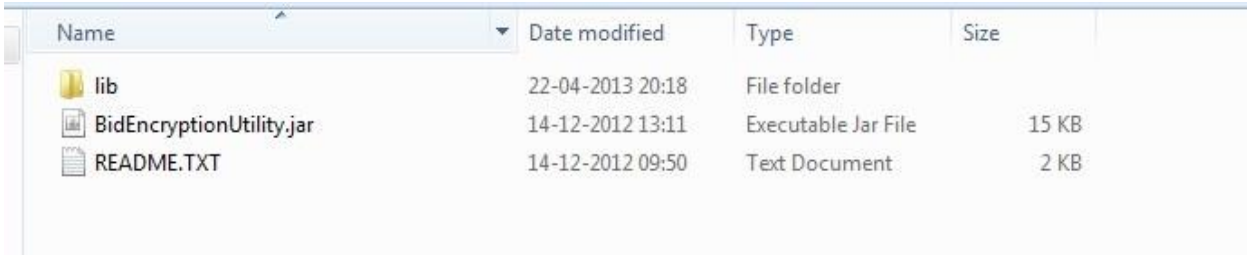
Now digitally sign both the bids (Technical Bid envelope.pdf and Price Bid envelop.pdf) with the provided utility "Jsign PDF".

PLEASE REFER TO THE "PDF SIGNING MANUAL" TO UNDERSTAND THE DIGITAL SIGNING PROCESS FOR PDF DOCUMENTS.

After the documents has been signed, please encrypt it with the provided Encryption Utility. In case you are doing this for the first time click on "Utilities" on the left pane of screen.

(PLEASE NOTE THAT IN CASE THE TENDER HAS BEEN PUBLISHED BEFORE 15th OF MAY 2013, NO ENCRYPTION WILL BE REQUIRED WHILE SUBMITTING BIDS.)

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".

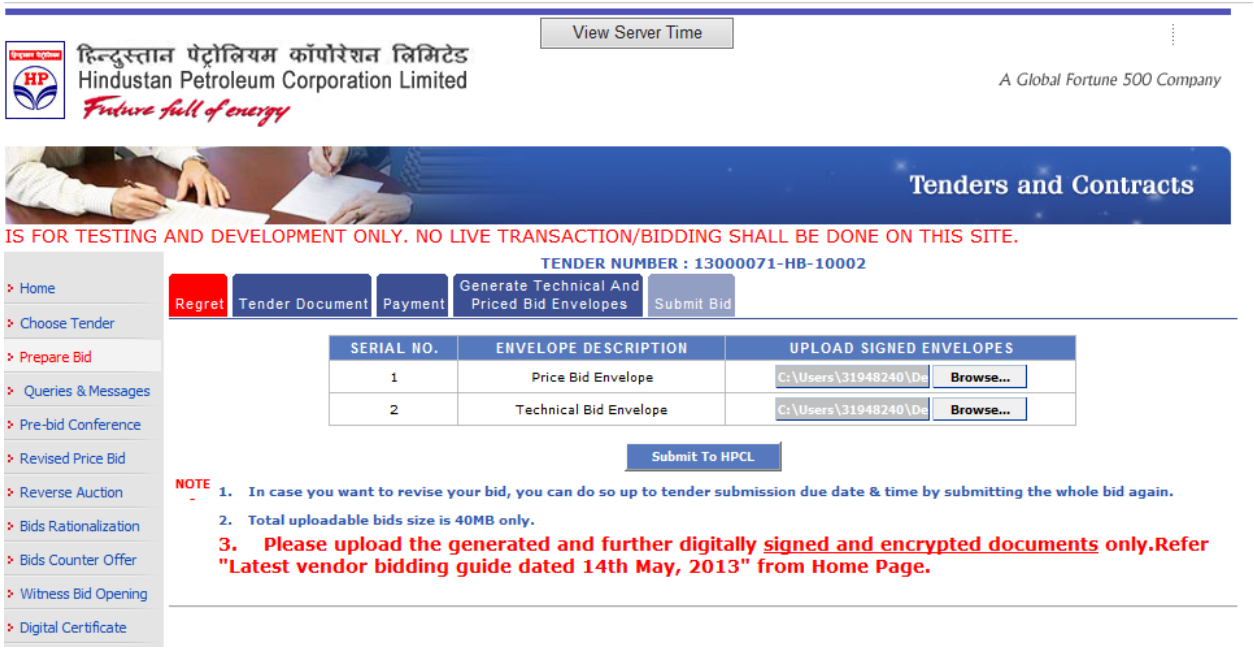


You will see the screen below:

Simply show the path for the bid documents and click on "Encrypt uploaded Document". You will find that encrypted documents have been created in the same location/folder.

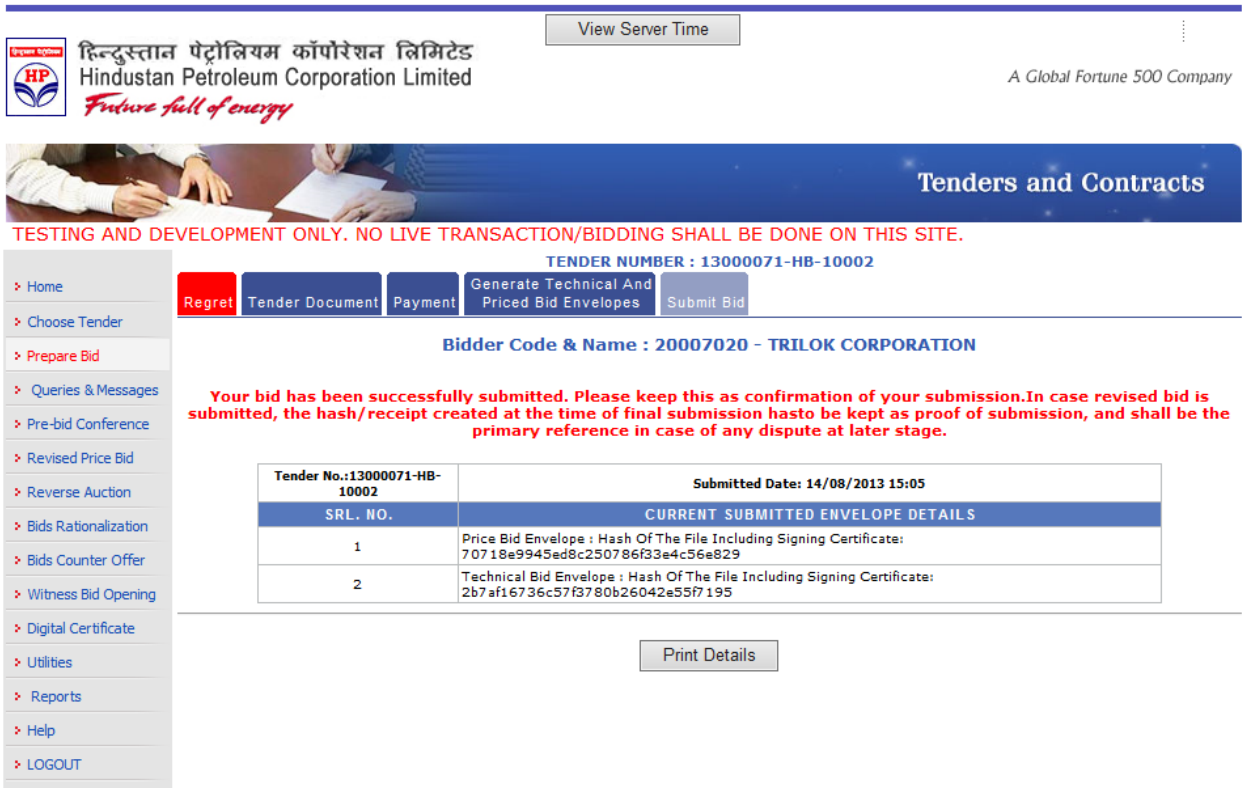
Alternately, you may use another utility "Signing & encryption utility" which shall sign and encrypt the bid document simultaneously.

Please upload encrypted bid documents in the next tab "Submit Bid".



Please ensure that your digital certificate (Public Key) is uploaded and Validated in the server, prior clicking on “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.



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.

Wishing a successful bidding!!

INSTRUCTIONS TO BIDDERS

1. **Existing HPCL Vendors:** Bidders are requested to note that this tender is on eprocurement platform and hence the interested bidders can participate in the tender (Techno-Commercial and Price Bids) only through the internet through the website **http://etender.hpcl.co.in.** It may be noted that response in any other form shall not be accepted. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit this website to keep themselves updated. The tender can also be viewed in our website www.hindustanpetroleum.com**.**

2. For submitting on line response Digital Certificate / Signatures (Class IIB/ Class IIIB) is mandatory. 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.

3. Please login with your eight digit JDE vendor code and corresponding Bill Tracking System (BTS) password to bid for the tender.

4. If you are new to e-Tender, please refer to help link after logging in to the above site for Login Id and Password.

5. Contact Help Desk 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).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. This is in addition to point no 4 of Tips available in the site.
6. **Non HPCL Registered Vendors:** In the portal (https://etender.hpcl.co.in) you have to bid thru temporarily Registered User option by selecting the radio button. New Users Click here for temporary registration. **Bidding manual is uploaded along with this tender to enable bidders acquaint themselves with online bidding process.**

7. **For bidding it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. It is highly recommended that you go through the "Tips for successful bid submission" available in the home page of website, immediately after logging in.**

8. **TENDER FEE/ EMD: Not applicable for this tender**

9. **DECLARATION WITH RESPECT TO BLACKLISTING:**

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

Original EMD instrument (DD, Pay order, and Bank guarantee) or exemption documents as applicable mentioning Tender Number and tender short description should be deposited by tender due date & time, in the tender box provided at the following address or else uploaded offers will be out rightly rejected:

HINDUSTAN PETROLEUM CORPORATION LIMITED.
CENTRAL PROCUREMENT ORGANISATION
9TH FLOOR, A WING – MARATHON FUTUREX BUILDING,
C.S. NO 166 ON LOWER PAREL DIVISION,
MAFATLAL MILLS COMPOUND, NM JOSHI MARG, BDD CHAWL,
MUMBAI - 400 013
PHONE # 022-23030076

Public sector undertaking and Units registered with NSIC/MSE may also send the hard copy of EMD exemption document by post to Sr Manager - Purchase at the address mentioned above by tender due date/time. HPCL shall not be responsible for any postal delays or non-receipt of EMD/BANK GUARANTEE by tender due date / time, reasons whatsoever.

Late submissions i.e. beyond tender due date and time or non-submissions, shall not be acceptable and such offers shall be rejected.

Completed tenders in all respect should be submitted on-line at website https://etender.hpcl.co.in by the tender due date / time. Unpriced (Technical) bids shall be opened on-line . No manual submission of tenders shall be permitted.

2. As this is e-tender bidders may witness the opening of tender at all stages of tender processing, by remote logging into the above portal at the comfort of their offices.

10. Check list for Bidders:

1. Following documents are to be uploaded as a part of Technical Bid:

- Duly filled Declaration for black listing · Duly filled Declaration for relatives in HPCL.
- Duly filled Deviation template provided in the portal. If there are no deviations, then Nil deviation radio button shall be selected. ***Deviations mentioned by the bidders anywhere else in the tender other than in Deviation Template provided in the etender portal, shall not be considered. No further correspondence on this shall be entertained at any stage.***
- Agreed terms and conditions sheet.
- NSIC / MSME registration document.
- Various statutory docs like VAT / CST / GST / Service tax registration certificates etc. for Indian Bidders.

INSTRUCTIONS TO BIDDERS

Unpriced bid containing rates shall make the bid liable for rejection for all Indian bidders.

3. Purchase preference shall be applicable as per prevailing Public procurement policy by Indian Government.

For tender related queries, please contact Sukanta Das, Sr. Category Manager, CPO (Marketing) E-mail: dass@hpcl.in (L): 022-23031076

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

As you are aware, HPCL has rolled out an improved e-Procurement portal for floating of tenders and receiving bids. The new application is simpler and more users friendly compared to the previous system. Further it is designed to ensure security and confidentiality of your bids till the tender opening and provide transparency after bid opening. **However, it has been observed in few instances that vendors tend to submit their bid only in the last hour even when they are submitting bid on this platform for the first time and for some reasons are not able to submit their bids within due time**. **The following document is prepared based on such vendor experiences, so that you can avoid such pitfalls and successfully submit bid in the new system:**

1. **Please note that in the current system you are NOT required to download the tender, take a print of the same followed by physically signing on all pages of the tender. You are also not required to scan the signed tender document and upload the same. Simply generate the technical bid pdf / priced bid pdf, digitally sign, encrypt and upload same for bid submission**.
2. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical bid and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (i.e., upload necessary pdf documents like vendor declaration form and answer the questions).You also have to enter the rates for various items followed by taxes and **preferably save the work in your local machine(Tab-"Work without attaching doc")**. **Please note that during this process we are not capturing any data entered by you in the server**.
3. You get to **save work** only if you work in the tab "**Work without attaching docs**"and you **only generate the bid documents** in tab "**Attach doc and generate envelope**". You will **not** be able to generate the bid from tab"Work w/o attaching doc". **Only after you submit the digitally signed document, the same is stored in the server in encrypted format**. The main points are:
   a. **You can go to the forms any number of times and generate any number of Technical bid pdf and priced bid pdf before you finally submit the same – (however system will allow only for uploading the latest generated document).**
   b. **You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.**
   c. **If you have already submitted a bid and you do not want to submit a modified bid, you also have the option to withdraw the submitted bid. You may select tender from home screen and go to "Prepare tender">>"Regret" for same.**
4. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen

that the session times out before the entire upload is completed (**The current session out time is 30 minutes**). The main points are:

a. **Please keep the size of the bid document within 40-45 MB (max). To keep the size of the bid document low, you must scan all the documents in low resolution, preferably 150-200 dpi wherein the data should be legible. Further please scan in grayscale and not color to reduce file size. For large drawings, please scan the same in jpeg format and later covert same to pdf to reduce size of pdf document.**
b. **Whenever there is a requirement to upload supporting documents like old PO copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page(where name of client is given) and last page of the PO(where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.**
c. **Pl ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.**

5. In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. **Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.**
6. **And finally, if you have any issue during the bid preparation process, pl get in touch with e-procurement helpdesk at 022-42100111 and seek help. However, you must seek help at least two to three days (min) in advance so that if there is really any issue, we have time to remedy the same. You will realize that, helpdesk can do very little if you are calling up helpdesk on the last day/last hour.**

Supplementary section on saving work

As with any application, the e-procurement application also has multiple options to generate the bid documents based on requirement of vendors. The two broad classification to generate 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- Most of the tenders floated by locations are of this nature. Since the No of items where rate is to be entered is very limited and there are not too many questions, vendors can directly click on "Prepare tender">> "Generate Technical/Priced bid" >> "Attach document and generate envelope", enter the item rates, upload documents etc and directly click on "Generate technical bid", followed by "Generate Priced bid". However, there is no option to save the work. So if the vendor wishes to resubmit the bid with modified rates, they have to enter rates for all items again and similarly enter all other responses again. 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 – Though the number of such tenders is lesser, these are more crucial in nature for obvious reasons. For such tenders, the first method of generating bid can be very risky as there is no option to save interim work. Further, the session**

out time for application is 30 minutes, which means if you do not click on "generate bid" button within 30 minutes of landing in the page the work can get lost. The correct method is as follows:

a. Click on "Prepare tender" >> "Generate Technical/Priced bid" >> "Work without attaching document". Here you must enter the rates, enter responses to question etc, except for uploading the documents. Once you have made adequate entries and nearing 20 minutes, please click on the tab "Save work on local computer", show the path as "Desktop" or "My document" etc and save your work". An xml file containing your data will get saved in your computer.
b. Now click on "Upload values from local computer" and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. You can do this as many times required. The main advantage is that your work is always saved and available for use.
c. Once you are through with all the rates and responses, you may click on the tab "Generate Technical and Priced bid envelope">> "Attach doc and generate envelope". Now click on the tab at the bottom of screen "Update value from local computer". You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.
d. Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on "Generate technical bid envelope" followed by "Generate Priced bid envelope". You will get an option to save document, which can be saved in "desktop" or My documents".
e. Please note that in case you want to modify some value in your bid document simply click on "Update value from local computer" and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again "Generate technical bid envelope" followed by "Generate Priced bid envelope".
f. Please remember to upload only the latest generated xml file.

3. The final step requires you to check the pdf document for correctness. If found Ok, it is required to be digitally signed. The digitally signed document is then required to be encrypted by using the "Bid encryption utility", hosted in "utility" tab. This encrypted document shall be submitted by you.
4. Please ensure that you are uploading only the latest generated "Technical bid envelope" and "Priced bid envelope", after digitally signing and encrypting the same.
5. It is recommended that you use the "Signing cum encryption utility" for signing and encrypting the document in one step. Alternately you may install and use "Jsignpdf", which is license free signing utility only for signing.
6. It is also recommended that you check the hash of the document and match it with the hash value given on the screen prior to uploading of bid document. *Please refer "Manual for checking hash before and after signing".*

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited, Central Procurement Organization (Mktg)
Mumbai Refinery, B.D Patil marg, Mumbai-400 074.

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 Rs..... (Rupees ..... only).

1. 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 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 defenses 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 this ..... day of .....

For ..... Bank

(by its constituted attorney)
(Signature of a person authorized
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 Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (Hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (Hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed:

a. not to insist upon immediate payment of Security deposit for the 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 a 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 defenses 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 first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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

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

6. Notwithstanding anything contained herein above:

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

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

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 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")

COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT/RETENSION MONEY/ PERFORMANCE GUARANTEE

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

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

We, ... Bank having office at .....
(hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding `..... (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 favor of "the Corporation" all the rights and defenses 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 first demand and without any demur notwithstanding dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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

5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of ___% valid till the end of the defects liability period as per the terms of the P.O. No. _____ dated _____ and that in proportion with the recovery of advance @ _____% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of `_____ is fully recovered from the running bills and from the date of full recovery of the advance of ` _____ this guarantee automatically, shall stand valid towards the ___% retention money/defects liability, fully valid in all respects unto a further period of **3 (three)** months, as per the Purchase Order of "the Corporation".

6. Notwithstanding anything contained herein above:

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

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

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 favor 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")

ADVICE FROM SUPPLIER/VENDOR/CONTRACTOR FOR E-PAYMENT
(ON LETTER HEAD)

To: M/s Hindustan Petroleum Corporation Limited, Mumbai-400 020.

Dear Sirs,
The following is a confirmation/updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that HPCL also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. SUPPLIER / CONTRACTOR DETAILS

1. Supplier / Contractor Name :
2. Supplier / Contractor Code :
3. Address (Incl. PIN code) :

4. Controlling Office Name/SBU :
5. P.A.No.(photocopy to be enclosed) :
6. E-mail ID :

B. PARTICULARS OF BANK ACCOUNT

1. Bank Name :
2. Branch Name /branch code :
3. Branch Address (incl. Pin code) :
4. 9 Digit MICR No. of Bank and Branch :
5. Account Type (Savings/Cash credit/Current) ::
6. Account Number (as appearing on cheque) :
7. IFSC Code of the Branch (For RTGS) :
8. IFSC Code of the Branch (For NEFT) :

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Ltd.responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

Name & Signature of supplier / contractor/Authorized Signatory

Date: Official Seal

Note: 1. Bank details (B 1 to 8) to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bank's authorized representative.
2. Please enclose cancelled / photocopy of a cheque.

Name, Seal & Signature of the Bank's authorized representative.

DECLARATION FOR NON BLACK LISTING

(To be submitted along with un-priced bid)

We, /M/s_____ hereby declare/clarify that we have not been banned by any Government or quasi Government agencies or Public sector Undertakings.

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive.

Signature of bidder & Seal

DECLARATION FOR RELATIVES

The tenderer is required to state whether he/she is a relative of any director of HPCL or the tenderer is a firm in which director of HPCL or his relative is a partner of is any other partner of such firm or alternatively the tenderer is a private company in which director of HPCL is a member or director (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing of the above declaration and the employee so appointed happens to be relative of the officer of HPCL/Central/State government, the tenderer should submit another declaration furnishing the names of such employees who is /are related to the officer/s of HPCL/Central/State Government.

Date: Signature----------

Name of person signing

Tenderer's Name & address with seal

List of Relatives: A person shall be deemed to be a relative of another, if any and only if, He/She/They are members of Hindu undivided family or He/ she/ they are husband and wife or **The one is related to the other in the manner indicated below:**

Father
Mother (including step mother)
Son (including step son)
Son's wife
Daughter (including step daughter)
Father's father
Mother's mother
Mother's mother
Mother's father
Son's son
Son's son's wife
Son's daughter
Son's daughter's husband
Daughter's husband
Daughter's son
Daughter's son's wife
Daughter's daughter
Daughter's daughter's husband
Brother (including step brother)

ANNEXURE 10

DEVIATIONS STATEMENT

Bidder shall list all the deviations in the following given format only. Bidder may stipulate exceptions and deviations to Bidding Document, if considered unavoidable, as per the following format:

S.NO	PAGE NO OF TENDER DOCUMENT	CLAUSE NO	SUBJECT	DEVIATIONS

Any exceptions/deviations brought out elsewhere in the Bid shall not be construed as valid.

Annexure-Hardware_DTS-VMS

Zone	State	Location	Location Address	Desktops -DTS	Desktops-VMS	LaserJet - DTS	LaserJet -VMS	DMP-DTS	DMP-VMS	Scanner-DTS	Scanner-VMS	Laptops-VMS	Line Printer-DTS	Line Printer-VMS	MFP-DTS	MFP-VMS	Any other	Total Assets	Remarks
NZ	J&K	Srinagar IRD-Pampore	SRINAGAR NEW IRD NH1A , PAMPORE DISTT.PULWAMA PULWAMA - 192121	5	0	2	0	2	0	1	0								
NZ	J&K	Pampore LPG	PAMPORE LPG PLANT PULWAMA SRINAGAR - 192121	6	0	3	0	2	0	1	0								
NZ	J&K	Jammu ASF	Hindustan Petroleum Corp. Ltd. Jammu ASF Jammu Civil Airport Satwari Jammu - 180003	1	0	1	0	1	0	0	0								
NZ	J&K	Jammu IRD	HPCL POL DEPOT BEHIND RAILWAY STATION JAMMU JAMMU - 180012	6	1	4	0		2	1	1								
NZ	J&K	Jammu RRO	HPCL, Jammu Retail Region Opposite Asia Hotel Gandhi Nagar Jammu - 180004	8	1	3	0	2	0	2	0				2	1			
NZ	J&K	Jamu LPG RO	Hindustan Petroleum Corp Ltd Jammu LPG Regional Office SIDCO Industrial Complex Lane No 3,Phase-II Bari Brahmana,Jammu - 181133	3	0	2	1		1	1	1								
NZ	J&K	Jammu LPG Plant	HPCL-JAMMU LPG Plant Bari Brahamna Jammu - 192121	6	2	3	0	1	1	1	1								
NZ	HP	Shimla RRO	HPCL HAMEER HOUSE 3RD FLOOR LOWER CHAKKAR SHIMLA - 171005	5	1	1	1	0	1	3	0				1				
NZ	HP	Nalagarh Depot	H P C L NALAGARH IRD BADDI - NALAGARH ROAD VILL - DADI KANIYAN NALAGARH - 174101	2	0	2	0	2	1	3	0								
NZ	Punjab	Amritsar ASF	Hindustan Petroleum Corp. Ltd. Raipur IRD Opp. Mandir Hasaud Police Stn Mandir Hasaud Raipur - 492101	2	0	1	0	0	1	0	0								
NZ	Punjab	Chandigarh RRO	Hindustan Petroleum Corp Ltd,TEL BHAVAN Sector 19, Plot No. 6 Chandigarh,CHANDIGARH - 160019	10	2	4	2			4	0				2	1			
NZ	Punjab	Chandigarh DSRO	Hindustan Petroleum Corp Ltd,TEL BHAVAN Sector 19, Plot No. 6 Chandigarh,CHANDIGARH - 160019	4	1	2	1			3	0								

NZ	Punjab	Jallandhar RRO	HPCL JALANDHAR RET REGION SUCHIPIND GT ROAD BYE PASS JALANDHAR - 144009	7	1	2	1			2	0				1				
NZ	Punjab	Jalandhar IRD	BAITALPUR IRD JALANDHAR POL DEPOT,SUCHI PIND G.T. BYE PASS ROAD JALANDHAR JALANDHAR, PANJAB - 144009	5	2	2	1	1	2										
NZ	Punjab	Hoshiarpur LPGRO	Hoshiarpur LPG Regional Office Village- Dhaha, PO- Mandialan Dist- Hoshiarpur Hoshiarpur - 144105	3	1	2	1	2	1	1	0								
NZ	Punjab	Hoshiarpur LPG Plant	HPCL LPG BOTTLING PLANT VILLAGE - DHAHA P.O - MANDIALAN HOSHIARPUR HOSHIARPUR - 144105	4	2	2	1	1	2	1	0								
NZ	Punjab	Sangrur IRD	HPCL POL DEPOT Jind Road SANGRUR - 148001	5	1	2	0	2	2	0	1								
NZ	Punjab	Bhatinda IRD	HPCL ,BHATINDA IRD MANSA ROAD,PHOOS MANDI BHATINDA BHATINDA - 151001	10	1	4	0	2	2	2	1								
NZ	Punjab	Bhatinda RRO	HPCL, Bathinda Regional Office Outside HPCL Depot Phoos Mandi, Mansa Road Jassi Chowk Bathinda - 151001	9	1	6	1	1	0	3	0				1				
NZ	Punjab	Bhatinda Recv-MDPL	RBPL Ramanmandi HINDUSTAN PETROLEUM CORP. LTD. GGSRL, Taluka - Talwandi Saboo Bhatinda, Punjab Bhatinda, Punjab - 151301	6	0	1	1	0	2	1	1								
NZ	Punjab	Bhatinda Desp-MDPL	Ramanmandi Despatch Station Hindustan Petroleum Corp Ltd GGSRL,Taluka:Talwandi Saboo Bathinda - 151301	7	0	1	0	0	1	2	1								
NZ	Punjab	Bhatinda LPG	Hindustan Petroleum Corp Ltd,Bathinda LPG Terminal,Refinery Phullokheri Gate,Taluka: Talwandi Sabo,Bathinda - 151302	15	0	12	0	2	1	2	0								
NZ	Punjab	Bhatinda Terminal-HMEL	Raman Mandi Terminal,Bathinda - 151301	4	0	2	0	0	0	0									
NZ	Punjab	Bhatinda MKT Location-HMEL	HPCL-Coordination Office,C/O-HPCL-Mittal Energy Limited,Talwandi Sabo,Distt. Bathinda, Punjab,Bathinda - 151301	10	0	4	0	3	0	2	0								
NZ	Haryana	Jind LPG Plant	HINDUSTAN PETROLEUM CORP LTD LPG BOTTLING PLANT ROHATK ROAD JIND	4	4	2	1	2	1	1									
NZ	Haryana	Jind LPG RO	Jind LPG RO Post Box no. 5, Rohtak Road Jind - 126102	4	1	3	1	1	1	2	0								
NZ	Haryana	Hisssar IRD	HPCL POL Depot Near Rly Fatak Hisar Hisar - 125001	3	1	2	1	1	1	1	1								

NZ	Haryana	Hissar RRO	HPCL, HISAR RETAIL RO 2nd Floor, S. J. Tower, Sector 13 Tosham Road HISAR - 125005	4	0	2	0	1	0	1	0								
NZ	Haryana	Panipat Depot	HPCL POL DEPOT -VILLAGE,TEHSIL-PANIPAT,PANIPAT - 132114	5	0	2	0	1	0	1	0								
NZ	Haryana	Panipat RRO	LOC 192 E22 ,Industrial area Old Court Road Panipat - 132103	5	0	2	0	1	0	1	0				1				
NZ	Haryana	Bahaduragh MDPL Recv	MUNDRA DELHI PIPELINE VILLAGE ASAUDAH BAHADURGARH HARYANA	8	0	2	0	2	0	2	0								
NZ	Haryana	Bahadurgarh IOTL	HPCL ,Bahadurgarh Terminal,Village Ausodha,Bahadurgarh,Dist Jhhajar,Haryana - 124505	10	0	2	0	2	0	2	0								
NZ	Haryana	Bahadurgarh Project Office	MUNDRA DELHI PIPELINE,VILLAGE ASAUDAH,BAHADURGARH,HARYANA, BAHADURGARH - 124505	1	0	1	0	1	0										
NZ	Haryana	Bahadurgarh LPG Plabt	BAHADURGARH LPG BOTTLING PLANT,VILLAGE ASAUDHA,BAHADURGARH,DIST: JHAJJAR,HARYANA - 124505	6	1	4	1	2	1	4	0								
NZ	Haryana	Gurgaon RRO	Hindustan Petroleum Corp. Ltd. Silverton Towers, First Floor Golf Course Extn Road Sector 50 Gurgaon - 122001	7	0	2	1			1	0				1				
NZ	Haryana	Rewari IRD	REWARI IRD , HPCL VPO KARNAWAS REWARI - 123401 REWARI - 123401	6	2	3	1	3	1	1	0								
NZ	Delhi	Delhi terminal-Tikrakalan	Delhi Terminal Tikri Kalan Rohtak Road Pin 110 041 New Delhi - 110041	11	0	4	0	2	1	2	0								
NZ	Delhi	Bijwasan	HPCL BIJWASAN TOP C/O IOC TERM BIJAWASAN VILLAGE P.O. BIJAWASAN PALAM	7	0	1	1	2	0										
NZ	Delhi	T&E Moti Nagar	HINDUSTAN PETROLEUM CORP. LTD AUTO CARE CENTRE MOTI-NAGAR OP NEW. DELHI - 110015	4	0	2	0	1	0	1	0								
NZ	Delhi	T&E Chanakypuri	HINDUSTHAN PETROLEUM CORPORATION LT,AUTO CARE CENTRE,CHANAK PURI,NEW DELHI,NEW DELHI - 110001	4	0	2	1	2	0	2	0								
NZ	Delhi	T&E Pitampura	Pimapura Delhi	2	0	1	0	1	0	1	0								
NZ	Delhi	Delhi ASF	HINDUSTAN PETROLEUM CORPN. LTD C/o Delhi Aviation Fuel Facili Shahbad Mohammadpur DELHI - 110061	5	0	2	0			3	0								
NZ	Delhi	Kautaliya Marg	HPCL Guest House 12, Kautilya Marg Near Chanakya Puri Fire Station New Delhi	11	0	16	0	0	0	1	0								
NZ	Delhi	Golf Links	46 Golf Links Delhi	6	0	2	0	0	0	2	0								

NZ	Delhi	CWG	HPCL Guest House Flat No: 504 & 604 Tower 9, Common Wealth Games Village Flat (Near Akshardham Mandir) Delhi - 110092	3	0	2	0	0	0	1	0				1				
NZ	Delhi	DCO	DELHI COORD. OFFICE, 11th FLOOR TOWER - I,JEEVAN BHARATI BUILDING,PARLIAMENT STREET,NEW DELHI - 110001	27	0	5	1	0	0	5	0				3	1			
NZ	Delhi	UCO Bank	3rd Floor, UCO Bank Building, 5, Sansad Marg,New Delhi - 110001	15	0										1	1			
NZ	Delhi	Scope Minar- GMO-NZ(includes RRO, DSRO, LPGRO)	HPCL 06TH ,7TH & 08 TH FLOOR, CORE-II NORTH TOWER SCOPE MINAR,LAXMI NAGAR,DELHI - 110092	105	29	55	10	2	32	25	2		1		2	1			
NCZ	U.P	Loni LPG Plant	HPCL, LPG Bottling Plant,Vill - Teela Shahbaj Pur,PO - Loni,Distt - Ghaziabad,Loni - 201102	4	0	2	1	2	1	1	1								
NCZ	U.P	Loni LPG RO	Loni LPG Regional Office,Village - Till Shahbajpur,Post Office Loni,District Ghaziabad (U.P.),Loni, Ghaziabad - 201102	3	0	2	0	0	0	3	0								
NCZ	U.P	Meerut RRO	HINDUSTAN PETROLEUM CORP. LTD,Meerut Retail Regional Office,495/1, 2nd Floor ,RPG Tower,Univ Rd,Mangal Pandey Nagar,MEERUT - 250004	10	1	5	0	4	0	6	0				1				
NCZ	U.P	Meerut IRD	HPCL DEPOT,MEERUT IRD, VEDVYASPURI,PARTAPUR INDUSTRIAL ESTATE,NEAR VILLAGE PUTHA,MEERUT - 250103	5	1	2	0	2	1	1	1								
NCZ	U.P	Agra RRO	HINDUSTAN PETROLEUM CORPN.LTD AGRA RETAIL REGIONAL OFFICE 85/4,ISPAT BHAWAN 3rd FLOOR,SANJAY PLACE AGRA - 282002	8	1	3	0	1	0	3	0				1				
NCZ	U.P	Mathura Depot	D-2, U.P.S.I.D.C. Industrial,Site-B, Near Mathura Refinery,Mathura,Mathura - 281005	10	1	3	1	2	1	2	0								
NCZ	U.P	Najibabad IRD	HPCL NAJIBABAD IRD,VILL: TATARPUR LALU,ADARSH NAGAR,NAJIBABAD , DIST: BIJNOR U.P,NAJIBABAD - 230290	4	1	3	0	2	2	1	1								
NCZ	U.P	Aonla- Bareily IRD	HPCL, BAREILLY NEW IRD,VILLAGE-NAGARIA SATAN,PO-NOORPUR,NEAR RAILWAY STATION -AONLA,BAREILLY - 243301	7	1	3	0	2	1	2	1								

NCZ	U.P	MughalSarai IRD	HPCL,Village-Saresar,Sakaldiha Road,Alinagar,Mughalsarai-232101,Mughalsarai - 232101	5	2	4	0	2	1	3	1								
NCZ	U.P	Varanasi RRO	HPCL Varanasi Retail RO,2nd Floor North Square Bldg,Near IP Mall, Shastri Nagar,Sigra,Varanasi - 221002	8	2	5	0	2	1	3	0								
NCZ	U.P	Varanasi LPG RO	VARANASI LPG RO,VARANASI,VARANASI - 221002	3	1		1		1										
NCZ	U.P	Gorakhpur LPG Plant	Hindustan Petroleum Corpn.Ltd.LPG Bottling Plant,Bokta,Sahjanwa,Gorakhpur. - 273209	5	2	3	0	2	1	3	0								
NCZ	U.P	Gorakhpur LPG RO	HPCL GORAKHPUR LPG RO,BOKTA, SAHJANWA,GORAKHPUR,UTTAR PRADESH,GORAKHPUR - 273209	0	3	0	1			0	1								
NCZ	U.P	Gonda IRD	HPCL,NEW POL DEPOT SITE,VILLAGE JANKI NAGAR,BAHARICH ROAD,GONDA - 271001	3	1	1	1	2	1	1	1								
		GMO-NCZ(including LPG RO,DSRO,RRO and other dept.)	NORTH CENTRAL ZONE, PLOT NO.1,NEHRU ENCLAVE, VISHWAS KHAND, GOMTI NAGAR, LUCKNOW, - 226010	34	4	21	4	3	0	19	0				4	2			
NCZ	U.P	Baitalpur IRD	Hindustan Petroleum Corpn. Ltd,Baitalpur-IRD,Gorakhpur-Deoria Road,Baitalpur,Deoria - 274201	3	1	2	0	2	1	1	1								
NCZ	U.P	kairari Jhansi Depot	HPCL,Vill & Post-Ambabai,Karari,Gwalior Road,Jhansi - 284419	2	2	1	1	1	1	1	1								
NCZ	U.P	Kanpur RRO	Kanpur Retail Regional Office,C/o Rewari Kanpur Pipeline Pro,3rd Floor, 123/788 , G-1,Plot No. 52-T/15, Factory Area,Fazalganj, Kanpur - 208012	4	0	2	0	0	0	1	0					1			
NCZ	U.P	RKPL Kanpur City ProjectOffice	HPCL RKPL Project,MDPL Palanpur Terminal,Chandisar - Mota Road,Behind GIDC, Chandisar,Palanpur - 385510																
NCZ	U.P	RKPL Kanpur Gogmou	Kanpur Receiving Terminal,RKPL,Sarwan Khera, Gogumau,Kanpur Dehat,Kanpur	0	5	0	2	2	0	0	1								
NCZ	U.P	Kanpur Terminal-Gogmou	KANPUR TERMINAL,RAIPUR GAJNER ROAD,VILLAGE-RASULPUR GOGUMAU,TEHSIL-AKBARPUR,KANPUR - 209121	0	11	0	2	2	2	0	1					1			
NCZ	U.P	LKO Amousi ASF	HPCL Depot Lucknow ASF,CH.Charansingh Airport,CISF Gate No.2 Amousi Lucknow - 226008	1	0	1	0	2	0	1	0								

NCZ	UP	Lucknow Lube	HPCL LUCKNOW LUBE DEPOT MILL ROAD AISHBAGH LUCKNOW - 226004	1	1	1	0	2	1	0	0								
NCZ	U.P	Lucknow IRD	HPCL,PLOT NO. 1, NEHRU ENCLAVE,NEAR VISHWAS KHAND-3, GOMTI NAGAR,LUCKNOW - 226010	10	1	3	0	2	0	3	0								
NCZ	UP	Unnao LPG Plant	Unnao LPG Bottling Plant Plot B/8-14,Road No. 13 Site-11,UPSIDC Area Unnao Unnao - 209801	12	0	4	0	3	1	3	0								
NCZ	UP	Varansi ASF	HP AVIATION HINDUSTAN PETROLEUM CORPORATION LTD Opp. LBS airport old building Babatpur Varanasi - 221006	2	0	1	0	1	0	1	0								
NCZ	Bihar	Baruni IRD	NH-31,AT&POST PAPRAUR, BEGUSARAI-BARAUNI,BIHAR,BARAUNI - 851210	6	1	4	0	2	1	2	0								
NCZ	Bihar	Begusarai RRO	HPCL BARAUNI TERMINAL,NH-31,VILLAGE PAPRAUR,BEGUSARAI,DISTT: BEGUSARAI,BEGUSARAI - 851210	5	1	4	0	1	0	3	0				1	1			
NCZ	Bihar	New Patna IRD-Bhita	PATNA NEW IRD,LAI ROAD , BIHTA,DISTRICT- PATNA,PATNA - 801103	9	2	3	1	2	2	4	0								
NCZ	Bihar	Patna LPG Plant	LPG Bottling Plant, Giddha Industrial Growth Cen,Near NH 30,Arah,Arah - 802314	9	3	4	0	2	1	2	0								
NCZ	Bihar	Patna LPG RO	HPCL PATNA LPG REGIONAL OFFICE,LOK NAYAK JAI PRAKASH BHAWAN,6TH FLOOR,DAK BUNGLOW CHOWK,PATNA - 800001	2	2	3	0	2	1	2	0								
NCZ	Bihar	Patna RRO	HPCL,PATNA RETAIL RO,PATNA RETAIL RO,sh Bhawan,Dak Bunglow Chowk,Patna - 800001	12	1	7	0	2	1	5	0				1	1			
NCZ	Bihar	Purnea LPG Plnat	HPCL Purnea LPG Bottling Plant,Industrial Growth Centre,Maranga,Purnea 854301	4	1	2	1	2	2	2	0								
NCZ	Bihar	Purnea LPG RO	HPCL PATNA LPG REGIONAL OFFICE,6TH FLOOR LOKNAYAK JAIPRAKASH,BUILDING, DAK BANGLOW CHOWRAH,PATNA BIHAR,PATNA - 800001	2	0	1	0	1	2	1	0								
NCZ	UK	Haldwani IRD	HPCL POL DEPOT Haldawani,Dewalchaur, Haripur Phutkuan,Pampur Road Haldwani,DIST.Ninital (UK),Haldawani - 263139	2	1	3	0	2	1	2	0								

NCZ	UK	Roorkee IRD	Plot No.2, UASIDC Industrial Area,P.O. Landhaura,Roorkee - 247667	4	1	2	0	2	1	1	0								
NCZ	UK	DehraDun RRO	HPCL Dehradun Retail RO,Nashvilla Road,Astley Hall,Dehradun - 248001	6	2	5	0	2	1	1	0								
NCZ	UK	Dehradun ASF	Hindustan Petroleum Co. Ltd.Aviation Service Facility,Jolly Grant Airport,dehradun Asf,Dehradun - 248140	2	0	1	0	1	1	1	0								
		TOTAL		**613**	**112**	**298**	**46**	**115**	**89**	**181**	**21**	**511**	**1**	**0**	**24**	**11**			

Summary

Type of Eqpt	Brand	Model	OEM	Qty
Desktops	DELL	DELL OPTIPLEX 990	DELL	473
Desktops	DELL	DELL OPTIPLEX 7010/780 DT	DELL	140
Desktops	HP	HP 285		112
			Total	725
Printers- LP	HP	HP LASERJET 2055DN	HP	164
Printers- LP	HP	HP LASER 2035DN	HP	50
Printers- LP	HP	HP Laserjet Pro M401DN Printer	HP	46
Printers- LP	HP	HP COLOR LASER PRINTER 2025DN/251N	HP	25
Printers- LP	LEXMARK	Lexmark E360dn Printer/MS451dn	Lexmark	9
Printers- LP	SAMSUNG	Samsung 4510ND/CLP 680ND	SAMSUNG	50
			Total	344
Scanner	HP	HP SCANJET N6350	HP	50
Scanner	HP	HP SCANJET 5590	HP	80
Scanner	HP	HP SCANJET G4010	HP	70
Scanner	EPSON	A3 ADF SCANNER EPSON DS 60000	EPSON	2
			Total	202

DMP	EPSON	EPSON FX-2175	EPSON	168
DMP	TVSE	TVSE MSP 455XL	TVSE	36
			Total	204
Laptops	ACER	ACER TM243	ACER	40
Laptops	ACER	ACER TM 643	ACER	65
Laptops	ACER	ACER 245	ACER	210
Laptops	ACER	ACER 236	ACER	140
Laptops	HP	HP Probook G430G2	HP	56
			Total	511
Line Printer at Scope Minar Delhi	LIPI	LIPI M691-844	LIPI	1
MFP at various Locations	MFP /HP/Canon/Lexus	MFP	MFP	35

Bidder's details :

1.	Office address: Telephone/ fax nos.	
2.	Details of official dealing with HPCL for this RFP	Name: Designation: Email Id: Mobile No:

Annexure_Compliance

#	Item	Yes/No	Remarks /Devaition (Point Wise)
1	Full conformity to scope of work accepted		
2	Special terms & Conditions (All Points) Accepted.		
3	Eligibility Criteria accepted		
4	Nonperformance charges clause accepted		
5	All other General terms and Conditions accepted		

Annexure-FMNM_personnel

Sr No.	State	Location	Manpower Required (Numbers)	Details	Qualification	Certification-Prefered	Minimum Experience	Category	Category	City Category
1	Bihar	Patna RRO/LPGRO	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
2	Bihar	Begusarai RRO/Baruni Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
3	Delhi	TikriKalan Terminal	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	2	E1	Skilled	
4	Delhi	UCO Bank Delhi	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
5	Delhi	DCO/KM/Golf Links/CWG	2	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
6	Delhi	GMO-NZ Scope Minar Delhi Cluster	3	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
7	Delhi	GMO-NZ Scope Minar Delhi	1	Team leader-Resident Engineer	B.E/BSC with Computer Diploma/Equivalent	MCSE / CCNA /Any other	5	E3	Skilled	
8	Delhi	GMO-NZ Scope Minar Delhi	1	Helpdesk Corodinator	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
9	Delhi	GMO-NZ Scope Minar Delhi	1	N/W Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
10	Delhi	GMO-NZ Scope Minar Delhi	1	Data Entry Operator/Helper	Basic Computer /Typing Knowledge	Not Applicable	0	E0	semiskilled	
11	Haryana	Hissar RRO/IRD	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
12	Haryana	Panipat RRO/Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
13	Haryana	Jind LPG RO/Plant	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
14	Haryana	Bahadurgarh Cluster	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	2	E1	Skilled	
15	Haryana	Gurgaon	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
16	Himachal Pradesh	Shimla RRO/Shogi	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
17	J&K	Srinagar LPG/Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
18	J&K	JammuLPG RO/Plant	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
19	J&K	JammuRRO/IRD	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
20	Punjab	Bhatinda (HMEL Locations)	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
21	Punjab	Hosharpur LPG RO/Plant	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
22	Punjab	Jallandhar RRO/Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
23	Punjab	Chandigarh /Nalagarh Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
24	Punjab	Bhatinda RRO/IRD	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
25	Uttar Pradesh	Kanpur RRO	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
26	Uttar Pradesh	RKPL Gogmou/Kanpur Terminal	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
27	Uttar Pradesh	AgraRRO/Mathura Depot	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
28	Uttar Pradesh	Gorakhpur LPG RO/Plant	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
29	Uttar Pradesh	Varanasi RRO/Mughalsarai IRD	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
30	Uttar Pradesh	Meerut RRO/IRD	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
31	Uttar Pradesh	Loni LPG RO/Plant	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
32	Uttar Pradesh	GMO-NCZ/Lucknow Cluster	3	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	1	E1	Skilled	
33	UttraKhand	Dehradun RRO	1	Resident Engineer	B.E/BSC with Comuter Diploma/Equivalent	MCSE / CCNA /Any other	3	E2	Skilled	
		Total Manpower	38							

Residenet Engineer Levels

E1	EXPERIENCE MORE THAN 1 YEAR
E2	EXPERIENCE MORE THAN 3 YEAR
E3	EXPERIENCE MORE THAN 5 YEAR
E0	NIL EXPERIENCE

Minimum Pay as per central Mimim Wages Act	

Annexure_Rate_Format_estimation

Line Item No.	Line Desc	Unit Qty/Month	Budgeted Rates/unit (Inclusive of Tax)	Total QTY	Total rate for 36 months	Remarks
1	FMS CHRGS PM	1		36		FMS Charges for All Scope of Work in terms of FM Manpower Requirement , Phone, Travel, Training, Administration,CII, Report, LAN etc management. All requirements except DTS and VMS. Taken on higher Side.
2	RATE FOR ANY ADDNL ENGR	3		108		Rate of any Additiionl engineer as per tender requirement as per requirement,Considering maximum 3 extra Engineers Per Month if at all required.
3	DTS CHARGES PER PC	725		26100		Estimated Quantities
4	DTS CHARGES PER HIGH END MACHINE	5		180		Estimated Quantities
5	DTS CHARGES PER LJPRINTR	400		14400		Any kind of Laser printer, deskjet etc under one categoryEstimated Quantities
6	DTS CHARGES PER DMP	250		9000		Any Kind of Dot Matrix Printer, Estimated Quantities
7	DTS CHARGES PER SCANNER	250		9000		Any Kind of Scanner,Estimated Quantities
8	DTS CHARGES PER LASERMFP	40		1440		Any kind of MFP,Estimated Quantities
9	LPT PRINTER	1		36		Lipi Printer at Present.
10	VMS CHARGES PER PC ,Laptop	800		28800		All Laptops ,desktops under Warranty.Estimated Quantities
11	VMS CHARGES PER HIGH END MACHINE	3		108		Presently Quantity is Zero. 3 numbers are estmated.
12	VMS CHARGES PER LJPRINTR	150		5400		Estimated Quantities
13	VMS CHARGES PER DMP	100		3600		Estimated Quantities
14	VMS CHARGES PER SCANNER	100		3600		Estimated Quantities
15	VMS CHARGES PER LASERMFP	40		1440		Estimated Quantities

Taxes Rates are inclusive of taxes.

Qry/Month Estimated Maximum quanity that may be paid. However Quanity to be paid will depend on Initial Inventory Assessment by Vendor and Verification by HPCL.

SAMPLE ONLY FOR INFORMATION

Annexures for Uploading

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Please upload ANNEXURE 2: signed and witnessed copy of Integrity Pact here		-	Mandatory
2	Please upload ANNEXURE 6: BANK GUARANTEE FORM here		-	Mandatory
3	Please upload ANNEXURE 7: E PAYMENT MANDATE FORM here		-	Mandatory
4	Please upload ANNEXURE 8: DECLARATIONS-NON BLACKLISTING AND RELATIVES here		-	Mandatory
5	Please Upload PQC Technical Documents Here (Please Note that all technical compliance documents to be merged into a single PDF and uploaded here)		-	Mandatory
6	Please Upload PQC Financial Documents Here (Please Note that all financial compliance documents to be merged into a single PDF and uploaded here)		-	Mandatory
7	Please upload relevant documents pertaining to other criteria under section PQC here.		-	Mandatory
8	Please upload ANNEXURE 9: DEVIATIONS		-	Mandatory
9	Please upload ANNEXURE 11: BIDDER DETAILS here		-	Mandatory
10	Please upload ANNEXURE 12: COMPLIANCE SHEET here		-	Mandatory
11	Please confirm that you are paying wages in compliance with minimum wages act applicable to the area of worksite in line with rates fixed by central government.		-	Mandatory
12	Please confirm that all the employees shall be strictly on your payroll and are not entitled for seeking permanent employment with HPCl. Please also confirm to INDEMNIFY HPCL from any claims whatsoever from any sources arising from employees hired by you with issues pertaining to permanent employment		-	Mandatory
13	Please note that it is mandatory to enter taxes in the price bid while quoting in the appropriate cell provided for taxes. Please confirm that you have entered the taxes in the Price Bid. There will be no additional amount payable except for quoted items.		-	No
14	Payment Terms:Please confirm your acceptance to the Payment Terms specified in the tender.		-	No
15	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		-	No
16	In case of any deviation, from our Standard Payment Terms, interest loading will be done as applicable, while evaluating your offer. Please confirm your acceptance		-	No
17	Please confirm your acceptance of the SLA and NPC.		-	No
18	Arbitration Clause: Please confirm your acceptance to our Arbitration Clause, enclosed with this tender.		-	No
19	Cancellation/ Risk Purchase Clause:Please confirm your acceptance to our Purchase Order Cancellation clause and the Risk Purchase Clause, enclosed with this tender.		-	No
20	Performance Bank Guarantee (PBG):Please confirm that PBG will be submitted by you, your invoice and other documents, for 10percent of the Purchase Order value for the Warrantee / Guarantee period, in HPCLs prescribed format.		-	No
21	In case PBG required in the tender, 10percent payment will be made ONLY upon submission of PBG.		-	No
22	Please confirm that you have gone through all the corrigendum and attachments published with this tender		-	No
23	Confirm your willingness to participate in the online Reverse Auction process for this tender. Answer only as agree or disagree and not applicable in case not quoted for any of these schedules. Note non acceptance of participation in reverse auction may lead to rejection of bids for these 2 schedules without any further evaluation		Agree Disagree or NA	No

Tender No. : 16000206-HD-10157

Tender Published On : 04-Jan-2017 15:32

Integrity Pact				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.