

Tender No. : 16000122-HD-10155



Tender Published On : 04-Jan-2017 16:28

Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Metal Deactivation Unit	
Description	Metal Deactivation Unit	
Tender Type	Public	
Tender Scope	Global	
Bid Type	Three Bid	
Evaluation Criteria	Item Wise	
Tender Due Date & Time	27-Jan-2017 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	05-Jan-2017 09:00	
Queries End Date & Time	23-Jan-2017 15:00	
Pre Qualification Bid Open Date & Time	27-Jan-2017 15:30	
Un Priced Bid Open Date & Time	27-Jan-2017 16:00	
Purchase Deptt.	PURCHASE DEPT-CORPORATE R&D-BENGALURU	
TF/EMD Drop Box Address	The Chief Manager-Purchase, HINDUSTAN PETROLEUM CORPORATION LIMITED, HP Green RnD Centre, Tarabanahalli, Devangundi, Bangalore - 560067. Tel 080 - 28078570	
Tender Description		
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	0.0
EUR	0.0	0.0
GBP	0.0	0.0
JPY	0.0	0.0
USD	0.0	0.0


**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 from the bidder within specified time period, the original bid submitted by the bidder shall not be considered for evaluation.**

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

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

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## NOTICE INVITING TENDER

for

### METAL DEACTIVATION UNIT- HP GREEN R&D CENTRE (INDIA)

**(INTERNATIONAL COMPETITIVE BIDDING)**


#### E-TENDERING



**HINDUSTAN PETROLEUM GREEN R&D CENTRE**  
**BENGULURU, INDIA**

**Tender No: 16000122-HD-10155**

**IMPORTANT:** Please note that this is an e-Public Tender. Please log in at site (<https://etender.hpcl.co.in>) and respond to the tender. Please note that this is an online tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. No other mode of submission (hard copies in the form of fax, submission by hand etc. or email submission etc.) shall be accepted. The Server Date & Time as appearing on the HPCL website (<https://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders. For submitting on line response Digital Certificate / Signatures (Class II/ Class III) shall be mandatory. For already existing vendors, in case you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eProc system. In case of any difficulty in logging or in case you do not have the BTS password, please contact Eproc helpdesk at: 022- 42100111 on any day between 10.00 AM to 6.00PM except on Sundays/Public holidays. Please refer to help link after logging in, in case you are new to e-Tender.

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**GLOBAL INVITATION FOR BIDS (IFB)**  
**FOR METAL DEACTIVATION UNIT AT HP GREEN R&D CENTRE**  
**BIDDING DOCUMENT NO.**  
**(INTERNATIONAL COMPETITIVE BIDDING)**  
**E-TENDERING**

**1. PROJECT DETAILS**

- 1.1 HP Green R&D Centre intends to purchase a metal deactivation unit for mimicking the fresh FCC catalysts properties close to commercial unit. In metal deactivation unit catalyst should be exposed to reaction, stripping and regeneration environments similar to commercial unit, resulting in realistic deactivation of the catalyst. The deactivated catalyst will be cracked in an attached fluid bed reactor for cracking studies.
- 1.2 HPCL invites bids through e-tendering on International Competitive Bidding basis for **Metal Deactivation Unit at HP Green R&D centre** under 3 bid e-tender system bidding from competent agencies with sound technical and financial capabilities and meeting the Bidder's Qualification Criteria (BQC) as stated under para 4.0.

3 bid e-tender system bidding is explained as:


[EMD & Tender Fee (by POST) + Pre-qualification bid, Part I (in eProc site) + Unpriced techno-commercial bid Part II (in eProc site) + Priced bid Part III (in eProc site)]

**2. BRIEF SCOPE OF WORK AND DELIVERY PERIOD:**

- 2.1. Brief Scope of Work includes design, engineering, manufacture, procurement of materials and bought out components, fabrication and assembly at shop, inspection, testing at manufacturer's works, painting, insulation, packing, transport to site, supply of all commissioning spares, mandatory spares, special tools & tackles, erection material and documentation as per the tender document, installation, commissioning and site acceptance test of metal deactivation unit.
- 2.2. **Delivery period:** Delivery period should be less than 36 weeks from approval of design package from HPCL. Design Package should be submitted within 1 month after placing PO.

**3. SALIENT FEATURES OF BIDDING DOCUMENT**

a)	Tender Document No.	:	<b>16000122-HD-10155</b>
b)	Bidding Document on Website	:	<b>05-Jan-2017</b>

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c)	Earnest Money Deposit/ Bid Security	:	<b>INR 14,00,000/- (For Indian Bidder) USD 21,000/- or Euro 20,000/- (For Foreign Bidder)</b>
d)	Last date and time for submission of <b>Tender Fee Integrity Pact and EMD by POST</b> to the address in 3.1 below	:	<b>27-Jan-2017 @ 15:00 Hrs (IST)</b>
e)	Last Date and time of Online submission of Bids (Bid Due Date)	:	<b>27-Jan-2017 @ 15:00 Hrs (IST)</b>
f)	Opening of Tender Fee and EMD in physical form	:	<b>27-Jan-2017 @ 15:00 Hrs (IST)</b>
g)	Opening of Pre-qualification Bids (Part-I) in eProc site	:	<b>27-Jan-2017 @ 15:30 Hrs (IST)</b>
h)	Opening of Techno commercial (Un-priced) Bids (Part-II)	:	Shall be opened online in e-Proc site after review of Pre-qualification Bids (Part-I)
i)	Bidding Document Fee (non-refundable)	:	<b>INR 10,000/- (For Indian Bidder) US\$ 150/- or Euro 140/- (For Foreign Bidder)</b>


3.1. Tender Fee, Integrity Pact & EMD (Part-I of bid) shall be submitted to:

**Chief Manager - Purchase**  
**HP Green R&D Centre**  
**KIADB Industrial Area**  
**Devangundi, Hoskote**  
**Bangalore – 560067**  
**Karnataka, India.**  
**Telephone No.: 080-28078570 / 28078572**  
**E-mail: subrahmanyamav@hpcl.in / pradeepkkondaka@hpcl.in**

4. **BIDDER'S QUALIFICATION CRITERIA (BQC) :** Bidders shall fulfil the following criteria in order to qualify for this work:-

**4.1. EXPERIENCE CRITERIA (TECHNICAL):**

4.1.1. Bidder should be a reputed supplier having successfully completed similar work worldwide during last 7 (seven) years ending last day of the month previous to the one in which the applications are invited i.e., last day of previous month to final Bid due date. To this effect, **Notarized Copy** of relevant Purchase Orders shall be furnished

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along with the Technical Bid. ***Otherwise the quotation shall be rejected.*** The vendor shall also provide the telephone, fax numbers and e-mail address of the contact person of other Indian clients, to whom the vendor has supplied Metal deactivation unit. In case, vendor has not supplied to any Indian client, then Purchase order copies of foreign clients (***duly notarized*** and translated in English Language) with contact telephone, fax and e-mail ID etc. of the contact persons shall be necessarily provided. Vendor shall confirm that such documentation is enclosed in the Technical Bid. Bidder shall not be a trader of metal deactivation unit.


- 4.1.2. "Similar work" shall mean design, engineering, manufacturing, supply, installation, commissioning of fluidized bed reactor system for metal deactivation of FCC catalyst.
- 4.1.3. Bidder should have supplied metal deactivation unit and upflow adiabatic fluidized bed reactor with low injection time of 0.5 to 6 secs meeting the technical specifications of the unit as mentioned in Attachment-I.
- 4.1.4. Bidder should have proven experience of the supply of the metal deactivation unit.
- 4.1.5. Bidder shall provide performance certificate of metal deactivation unit from the client

#### **4.2. EXPERIENCE CRITERIA (COMMERCIAL):**

- 4.2.1. The Bidder should have successfully executed and completed "Similar Works" of minimum value(s) as indicated below, during the last 7 (Seven) years ending last day of month previous to the one in which applications are invited, i.e., last day of previous month to final Bid due date:
- 4.2.2. The Bidder should have successfully executed and completed "Similar Works" of minimum value(s) as indicated below, during the last 7 (Seven) years ending last day of month previous to the one in which applications are invited, i.e., last day of previous month to final Bid due date:
  - i. Three similar works, each costing not less than Euros 4,24,000 (INR 3,04,00,000) or
  - ii. Two similar works, each costing not less than Euros 5,30,000 (INR 3,80,00,000) or
  - iii. One similar work costing not less than the Euros 8,50,000 (INR 6,08,00,000)

#### **Note:**

For Indian Bidder, Order value(s) in multiple currencies shall be converted to equivalent INR as on the date of award of such proposed qualifying work(s). Similarly for Foreign Bidder, Order value(s) in multiple currencies shall be converted to equivalent EURO as on date of award of such proposed qualifying work(s). The offers of the vendor meeting the prequalification criteria will only be considered for the technical evaluation.

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#### 4.3. **FINANCIAL CRITERIA:**

4.3.1. **Annual Turnover:** The average annual financial turnover of the Bidder during the immediate preceding 3 (Three) financial years as per the audited financial results should be at least **INR 2,28,00,000 For Indian Bidder or Euros 3,18,000 For Foreign Bidder.**

4.3.2. **Net-Worth:** Net Worth of the Bidder should be positive as per the immediate preceding year's audited financial results. However, this will not be applicable for Central Public Sector Undertakings (CPSUs) of Government of India.


#### **Note:**

In case of Foreign Bidders, if the Annual Turnover is in currency other than EURO, the same shall be converted into equivalent EURO considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of EURO as on last date of Bidder's financial year shall be considered.

**All the above mentioned pre-qualification criteria to be met for qualification of applicant, otherwise the bid shall be liable to be rejected.** Bidder shall upload the scanned copy of the documentary evidence in support of the above Criteria for Pre-Qualification, **duly attested by a Notary.**

#### 4.4. **DOCUMENTS REQUIRED FOR QUALIFICATION**

- 4.4.1. Bidder shall submit all documents to establish that the bidder meets the Bidder Qualification Criteria as per clause no. 4.1, 4.2, and 4.3 of this document.
- 4.4.2. HPCL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and/or in-house data, survey or otherwise.
- 4.4.3. The bidder shall furnish documentary evidence by way of copies of work order, and User Certificate for the supplied system.
- 4.4.4. Bidder shall furnish documentary evidence in the form of duly audited Annual Report/Financial Statements- Balance sheets and Profit and Loss Accounts statements etc. of the preceding 3 (Three) financial years along with the Bid to establish Bidder's conformance to Financial Criteria mentioned in clause no. 4.3 above.
- 4.4.5. In the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by Bidder, Copy of Schedule of Rates (SOR) as per Contract, relevant pages of Contracts, Copy of relevant pages of Final Bill certified by Owner for establishing requirement of BQC or written letter from their Client specifying the nature of work with quantities and values can be submitted for qualification.

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4.4.6. All documents furnished by the bidder in support of meeting the experience and financial criteria (4.1, 4.2 and 4.3 above) of BQC as per IFB shall be submitted in a separate section/booklet along with their offer.

4.4.7. All documents furnished by the Bidder in support of meeting the Experience and Financial criteria of BQC shall be:

Either

Duly certified by Statutory Auditors of the Bidder (or) by practicing Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) where audited accounts are not mandatory as per law.

Or

Duly notarized by any Notary Public in the Bidder's country.

4.4.8. With regards to financial documents, in case Bidder submits bound published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years, the same shall be considered without certification of Statutory Auditor/Notarization of Notary Public.

4.4.9. However, in case the bidder submits either a photo copy of published statement the same shall be certified either by statutory auditor or Notary Public, in original as per Clause 4.4.7 above.

4.4.10. Submission of authentic documents is the prime responsibility of the Bidder. In the absence of requisite documents HPCL reserves the right to reject the Bid without making any reference to bidders.


4.4.11. Owner reserves the right of getting the documents submitted by the bidder, cross verified from the document issuing authority.

4.5. **Failure** to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in their own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above. HPCL reserves the right to complete the evaluation based on the details furnished by the Bidder, without seeking any additional information / documents.


**The bidder should submit all the documents in the first instance (i.e., in the Pre-Qualification Bid) itself, in support of fulfilling their pre-qualification criteria. HPCL reserves the right to complete the evaluation based on the details furnished along with the bid, without seeking any additional information.** HPCL also reserves the right to use their in-house information for assessment of bidder's capabilities. HPCL also reserves the right to reject any tender without assigning any reason, whatsoever.

## 5. SUBMISSION OF BIDS & VALIDITY

5.1 Bids are required to be submitted only through HPCL e-procurement site (<https://etender.hpcl.co.in>) using valid digital signature Certificates.

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- 5.2 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.
- 5.3 Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from E-proc helpdesk at: 022- 42100111 on any day between 10.00 AM to 6.00PM except on Sundays/Public holidays.
- 5.4 Validity of bid shall be **4 (four)** months from the bid due date / extended due date.
- 5.5 **Tender Fee (Non Refundable):** Bidder has to submit tender fee of Rs 10,000 (For Indian Bidder) or USD \$ 150/- or Euro 140/- (For Foreign Bidder) in the form of Demand Draft/ Banker's Cheque in favour of HPCL, payable at Bangalore (issued by an Indian scheduled Bank or from any Indian branch of an International bank). In case tender fee is not submitted, the offer of such bidder(s) shall not be considered unless exempted as per clause 7.0 below
- 6.0 **BID SECURITY /EARNEST MONEY DEPOSIT (EMD):** Amount shall be as per clause no. 2.1 as above.
- 6.1 The bidder shall submit the bid security in the form of Demand Draft/ Banker's Cheque in favour of HP Green R&D Centre, payable at Bengaluru (issued by an Indian scheduled Bank or from any Indian branch of an International bank) or in the form of an irrevocable Bank Guarantee in favour of HPCL as per format enclosed with Bidding Document. HPCL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
- 6.2 In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or from a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank.
- 6.3 The bid security shall be valid for two (02) months beyond the validity of the bid as specified in the Bidding Document i.e. 6 (Six) months from final bid due date.
- 6.4 Bids without Earnest Money Deposit(EMD) / Bid Security will not be considered and will be summarily rejected, subject to exemptions as mentioned at clause no. 7 below.
- 7.0 **Exemption of Bidding Document fee and EMD/ Bid Security:**
- 7.1 EMD/ Bid Security and Bidding Document fee, shall not be required to be submitted by Micro & Small units registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as well as by Indian Central Public Sector Undertakings/ Enterprises.

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- 7.2 Industries registered with MSME shall provide necessary documentary evidence duly certified by statutory auditor as per Bidding Document, whereas PSUs shall submit declaration to this effect that they are PSU and are eligible for getting Bidding Document free of cost and are exempted from furnishing Bidding Document fee and EMD/ Bid Security.

## 8.0 INTEGRITY PACT

The Integrity Pact duly signed by the authorized official of HPCL and the contractor will form part of this contract / Purchase order. The bidder shall comply with the requirements of the Integrity Pact. Pro-forma of Integrity Pact, which is issued along with the bidding document shall be returned by the bidder long with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.

**BIDDER'S FAILURE TO RETURN THE INTEGRITY PACT ALONG WITH THE BID, DULY SIGNED, SHALL LEAD TO OUTRIGHT REJECTION OF SUCH BID.**

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.


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

## 9.0 GENERAL


- 9.1 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of authenticated tax paid invoice(s) towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the Bidding Documents to meet BQC.

- 9.2 A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":

- a) Copy of work order along with SOR issued by main contractor.


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- b) Copies of Completion Certificates from the end User/ Owner and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.
- 9.3 All bidders shall be required to provide a declaration stating that they have not been banned or delisted by any government or quasi government agencies or PSUs. If a bidder has been banned by any government or quasi government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause of disqualification. If declaration is not given, the bid shall be rejected as non – responsive.
- 9.4 Payment of Bidding Document fee shall be by Crossed Bank Draft/ Banker's cheque from any Indian Scheduled Bank in favour of HP Green R&D Centre, payable at Bengaluru and the same shall be submitted in physical form.
- 9.4.4 Bidding Document is non-transferable. Bids received from bidders in whose name Bidding Document fee has been submitted shall only be considered. Bidder must submit the Bidding Document Fee in their name.
- 9.4.5 Bids without Bidding Document Fee will not be considered and will be summarily rejected, subject to exemptions as mentioned at **clause no. 7** above.
- 9.5 Subsequent to the submission of bid, bidders are not allowed to change the price.
- 9.6 Bidder shall have single point responsibility for project management and execution of complete scope covered in the tender.
- 9.7 Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.
- “Affiliate” of a Party shall mean any company or legal entity which:
- (a) Controls either directly or indirectly a Party, or
  - (b) Which is controlled directly or indirectly by a Party; or
  - (c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
- 9.8 Bids may be submitted by:
- a) A single person/ entity (called sole bidder);
  - b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
  - c) A consortium (including an unincorporated JV) having a maximum of 3 (Three) members;
  - d) An Indian arm of a foreign company.

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

- a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria.
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member / promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- c) In case of bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions, as applicable, shall apply:
  - 1) Each member in a consortium may only be a legal entity and not an individual person;
  - 2) The bidder shall specifically identify and describe each member of the consortium;
  - 3) The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
  - 4) One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
  - 5) This prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
  - 6) The prime member shall fulfil each eligibility criteria;
  - 7) A declaration shall be given from each of the consortium member in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium;
  - 8) No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualifications, without the prior written permission of the owner.
  - 9) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal of failure to perform by a consortium member;
  - 10) No consortium member shall hold less than 25% stake in a consortium;

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11) Entities are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;

12) Any person or entity can bid either singly or as a member of only one consortium.

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

#### 10.0 Original Documents

- a. The following documents in addition to uploading the scanned copies of the same on the HPCL's e-procurement website, shall also be submitted in Original in physical form on or before bid due date and time at the address mentioned in Instructions to Bidders of Bidding Document failing which the bid shall be rejected outrightly and un-price bid opening of such bidder shall not be carried out notwithstanding the fact that a copy of these documents have already been uploaded by the bidder:


- i. Bidding Document Fee.
- ii. EMD/Bid Security
- iii. Integrity Pact

- b. In addition to documents specified at a) above, the following documents shall be submitted in original, without which the bid shall be rejected:

- i. Supporting documents pertaining to 'BQC' duly authenticated as mentioned in clause 4 above.
- ii. Power of Attorney

11.0 HPCL reserve the right to assess bidder's capability to execute this work by taking into account various aspects such as performance etc. for evaluation of bids.

12.0 Grievance Redressal: There is a Grievance Redressal Mechanism in HPCL for vendors, participating in the tender, the details of which are available on HPCL website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com) .

	<b>NOTICE INVITING TENDER</b>	Doc no: HPGRDC/MDU/NIT
	<b>TENDER NO: 16000122-HD-10155</b> <b>METAL DEACTIVATION UNIT -</b> <b>HP Green R&amp;D Centre, Bengaluru, India</b>	<b>Sheet 12 of 12</b>

- 13.0 HPCL will follow Purchase Preference policy as per prevailing guidelines of Government of India.
- 14.0 HPCL shall not be responsible for any costs or expenses incurred by bidder in connection with the preparation or delivery of Bids, including costs and expenses related with visits to the site.
- 15.0 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- 16.0 HPCL reserve the right to reject any or all Bids received without assigning any reason.
- 17.0 Time and date of opening of price bids shall be intimated only to qualified and techno-commercially acceptable Bidders at a later date. Tender opening (unpriced bid as well as priced bid) will be done online at the time and dates specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e- procurement website (<http://etender.hpcl.co.in>) for witnessing the tender opening (unpriced bid as well as priced bid in case of technically accepted vendors)
- 18.0 Clarifications if any, can be obtained through e-mail: [subrahmanyamav@hpcl.in](mailto:subrahmanyamav@hpcl.in).  
This Invitation of Bids (IFB) is an integral and inseparable part of Bidding Document.

#### **19.0 PRICE TERMS:**

- 19.1. The Bidder has to quote the rates for all the following:
- a) FCA (Airport) INCOTERMS 2010 basis
  - b) FOB (Seaport) INCOTERMS 2010 basis and
  - c) CIF (Indian Seaport) INCOTERMS 2010 basis.
- 19.2. HPCL shall pay the Customs duty & clearance charges but vendor shall provide the required documents if any for clearance of the consignment.
- 19.6. Bidders shall quote the rates accordingly and HPCL while evaluation at their discretion will decide / finalize the PRICE TERMS before placement of order.

Ch. Manager-Purchase  
HP Green R&D Centre



## Line Details Of Tender

Srl. No.	Line Description	UOM	Quantity	Mandatory
Equipment and AMC Charges			Mandatory: Yes	
1	Metal Deactivation unit - FCA	Lump Sum	1	Yes
2	Metal Deactivation unit - FOB	Lump Sum	1	Yes
3	Metal Deactivation unit - CIF	Lump Sum	1	Yes
4	Field Services	Lump Sum	1	Yes
DESCRIPTION => Optional Item-1: This includes Catalyst loading & Unloading System for the unit				
5	Spare Parts	Lump Sum	1	Yes
DESCRIPTION => Optional Item-2: IR Analyzer (This module is for flue gas analysis to measure CO, CO2 & O2 ) and its integration to the unit with necessary accessories				
6	Optional Item-1	Lump Sum	1	Yes
DESCRIPTION => Optional Item-3: Particle size Analyzer (To measure particle size of FCC catalysts before and after metallation to observe change in size of the particles and particle distribution				
7	Optional Item-2	Lump Sum	1	Yes
8	Optional Item-3	Lump Sum	1	Yes
9	1st Year AMC Charges post Wty.	Each	1	Yes
10	2nd Year AMC Charges post Wty.	Each	1	Yes
11	3rd Year AMC Charges post Wty.	Each	1	Yes
Spares or Accessories or Consumables or Other Item			Mandatory: No	
1	Line Description 1	Each	1	No
2	Line Description 2	Each	1	No
3	Line Description 3	Each	1	No
4	Line Description 4	Each	1	No
5	Line Description 5	Each	1	No
6	Line Description 6	Each	1	No
7	Line Description 7	Each	1	No
8	Line Description 8	Each	1	No
9	Line Description 9	Each	1	No
10	Line Description 10	Each	1	No
11	Line Description 11	Each	1	No
12	Line Description 12	Each	1	No
13	Line Description 13	Each	1	No
14	Line Description 14	Each	1	No
15	Line Description 15	Each	1	No
16	Line Description 16	Each	1	No
17	Line Description 17	Each	1	No
18	Line Description 18	Each	1	No
19	Line Description 19	Each	1	No
20	Line Description 20	Each	1	No
21	Line Description 21	Each	1	No
22	Line Description 22	Each	1	No
23	Line Description 23	Each	1	No
24	Line Description 24	Each	1	No
25	Line Description 25	Each	1	No
26	Line Description 26	Each	1	No
27	Line Description 27	Each	1	No
28	Line Description 28	Each	1	No
29	Line Description 29	Each	1	No
30	Line Description 30	Each	1	No

Tender No. : 16000122-HD-10155



Tender Published On : 04-Jan-2017 16:28

Pre Qualification Criteria				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Please upload the documents supporting the Pre-Qualification Criteria duly notarized. Also, please note that these documents are also to be submitted by post by Due Date and Time. Please refer NIT for details.		-	Mandatory



Vendor Details				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Company Name		-	No
2	Quotation Ref and Date		-	No
3	Name of the Authorized Signatory or Contact Person		-	No
4	Mobile Number of the Authorized Signatory or Contact Person		-	No
5	Tel. No.		-	No
6	Fax No.		-	No
7	E-Mail Address		-	No
8	Internet Web Site Address (URL) of the Vendor		-	No
9	Complete Address of the vendor		-	No

**Tender No. : 16000122-HD-10155**



Tender Published On : 04-Jan-2017 16:28

Technical Specifications				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Technical Specifications	Technical Spec.pdf	-	No

**Technical Specifications of the Metal Deactivation unit**

**1. Introduction**

In Fluid Catalytic Cracking unit (FCC) the catalyst is subjected to numerous repeated cycles of cracking, stripping and regeneration steps. Thereby it endures a variety of physical and chemical changes, which cause deactivation. Main types of deactivation are first hydrothermal deactivation, causing zeolite de-alumination and de-composition, and matrix collapse and second metal de-activation due to deposition of metals entrained in the oil feed.

Pre-treatment of catalyst/additives to match commercial catalyst conditions of FCC unit is one of the major step in the evaluation process. The metallation process in case of Resid FCC is important to simulate equilibrium catalyst (E-cat) conditions for performance evaluation of FCC catalysts. To mimic the equilibrium E-cat as close as possible, both the hydrothermal de-activation as well as the deposition of metals must be performed in a well-controlled manner, which closely resembles the way in which a catalyst is deactivated in a commercial FCC unit. The activity, metal content, metal oxidation state and textural properties like surface area and micro-pore volume of the deactivated catalyst must be as close as possible to the equilibrium catalyst.

HP Green R&D Centre intends to purchase a metal deactivation unit (2 reactor system) for mimicking the fresh FCC catalysts properties close to commercial unit. In metal deactivation unit catalyst should be exposed to reaction, stripping and regeneration environments similar to commercial unit, resulting in realistic deactivation of the catalyst. The deactivated catalyst will be cracked in an attached fluid bed reactor for cracking studies. The metal deactivation section and catalytic cracking section for deactivated catalyst shall be operated independently.

**2. Scope of work:**

- Equipment design, engineering, fabrication, supply of aluminium skid mounted and computer controlled metal deactivation unit meeting HPCL's technical specifications
- Supply of Process design package, Operating/maintenance manual, Manufacturer's manual and Software backup.
- Design Review meeting at HPCL R&D.
- Factory Acceptance Test prior to shipping of the equipment.
- Supply of the equipment as per technical specification given in this tender and shall include :
  - Main equipment
  - Comprehensive Spare parts including Commissioning, process and electrical spares
  - Interconnecting fittings to the main equipment & software linking
- Warranty : One year standard



- Vendor has to carry out a design review meeting, both internally and with user, to review all safety features in this unit, including a cause and effect analysis on the functional design, covering also relevant Hazop aspects.
- Installation, Commissioning, Site Acceptance Test and performance test runs involving HPCL personnel at HPCL R&D facility at Bengaluru

### 3. Technical Specifications

#### 3.1 Metal Deactivation Section:

Metal deactivation unit should have sequence of reaction (cracking of VGO to deposit metals on catalyst), stripping and regeneration environments similar to commercial unit, resulting in realistic deactivation of the catalyst. Unit should handle a wide range of different deactivation protocols for e.g. metallation, deactivation, two step cyclic deactivation, cyclic propylene steaming, partial steaming etc. which can be expanded or adapted to HPCL preferred/desired recipes. User should have a large degree of freedom to adapt own choice for example temperatures, gas flows, gas sources, metal deposition, amount of cycles and running times. Schematic diagram is depicted in Fig-1. Metal deactivation unit should be capable to operate in following 3 steps:

##### Step 1: Metallation

This step should be executed with or without an oxidation step and with or without hydrothermal deactivation. Each metallation cycle should cover:

- Spiking of metals on catalyst at desired temperature by injecting oil (e.g. VGO) for set injection times.
- Stripping the catalyst
- Regeneration of coked catalysts with or without steam
- Cooling down to next cycle of spiking
- Variables like temperature, injection time, amount of feed, stripping time, stripping flows, regeneration temp & time, heating ramp, , oxidation time & flows etc. should be adjustable by user

##### Step 2: Redox

This step should have a redox process for e.g. standard CPS (cyclic propylene steaming) in addition to metallation step (step-1) for a pre-set number of cycles with or without hydrothermal de-activation. Redox step should cover:

- Oxidation or reduction for desired time with or without steam
- Stripping point for a desired time to prevent mixing of reduction and oxidation gases
- Variables like oxidation time & gas flows, steam flow, reducing time & gas flow, stripping time & gas flows etc. should be adjustable by user

##### Step 3: Pre-Post treatment

This step is a pre or after treatment during a desired time and temperature, which can be a steaming, stripping, heat treating, oxidation or reduction step

#### **Salient features of the unit:**

- Configuration for automated repeated cycles of reaction, stripping and regeneration.
- After each cycle, reactor should automatically cooled down before next cycle takes place.
- User should select number of cycles.
- Should have ready to use preinstalled different deactivation methods/protocols
- User can select a method per reactor

#### **Unit should have following separate Process modules for two reactor metal deactivation section:**

- Gas Delivery Modules for N<sub>2</sub>, N<sub>2</sub>/H<sub>2</sub>, N<sub>2</sub>/O<sub>2</sub>, N<sub>2</sub>/C<sub>3</sub>H<sub>6</sub>, N<sub>2</sub>/SO<sub>2</sub>
- Water Feed Supply Module
- Oil Feed Supply Modules with injection system per reactor
- Reactor Module (configuration with 2 reactors)
- Overhead Receiving Module
- Chilled water cooling system

##### **3.1.1 Gas delivery module:**

Each module for **independent reactor** should include the following:

- Gases such as N<sub>2</sub>, N<sub>2</sub>/H<sub>2</sub> (60/40), N<sub>2</sub>/O<sub>2</sub> (60/40), N<sub>2</sub>/C<sub>3</sub>H<sub>6</sub> (95/5), N<sub>2</sub>/SO<sub>2</sub> (Bal/3000-4000ppm) will be supplied by user as feed gases.
- Instrument air 1-2L/h.
- Nitrogen for fluidization of the catalyst bed
- Inlet pressure of 20 bar for each gas
- Gas flow to the unit is to be controlled by MFC. Accuracy of MFCs should be 0.5% Rd plus 0.1% FS for the above application.
- Per reactor the supply of two MFC's. One will be used for fluidization (range 0-1200cc/min), the other one for reactant gas supply (range 0-1000cc/min).
- All the gas lines should be fitted with isolation valves, pressure regulator, pressure gauges, mass flow controllers, filters, PSV, check valves, non-return valves, block valve, filter, safety relief valve, air operated shut-off/selection valve, pressure safety switches etc.

##### **3.1.2 Water feed supply module:**

The demineralized water will be used as make-up water for the steam generator. The water vaporizer should be temperature controlled and have an over temperature protection.

Following parts are to be included:

- Vessel size: 3L (Design 3 bar at 25°C)
- Steam capacity vaporizer: max 100gm/hr H<sub>2</sub>O
- Nitrogen to pressurize water feed vessel
- Liquid mass flow control (to control the water flow) at the upstream of the heater
- Vaporizer with temperature control device controlled by the computer.



- Pneumatic shut-off valve at the upstream of the heater.
- Temperature safety switch for over-temperature protection.
- The downstream tubing up to the inlet of the reactor is to be heat-traced to avoid any condensation of the water vapour.

### 3.1.3 Oil feed supply module:

This section should include:

- Oil feed vessel with a volume of 2.5 liters placed on an electronic weighing scale.
- Oil Injection pump: programmed and selectable range: 5-25 gm/min.
- Electric mixer installed in the feed vessel to maintain constant uniform composition of oil
- Heating mantle with temperature control device and temperature safety switch installed on the feed vessel.
- Oil dosing pump with electronic flow rate controller and safety relief valve. The oil in the pump to be pre-heated
- All process tubing in this module is to be electrically heat traced to avoid any flow distribution problems.

### 3.1.4 Reactor Module

This module should be designed for **two independent reactor systems** and include:

- Fluidized bed Quartz reactor for catalyst charge upto 200g with minimum loading of 75g with nitrogen as fluidization media
- Split type furnace, using three independent heating zones, to heat the reactor.
- Cyclic opening and closing of furnace to cool automatically by pneumatic cylinders
- Disengagement zone of reactor with electrically heat traced.
- Reactor temperature control via temperature measurement in catalyst bed
- Heaters on disengagement zone and reactor to be protected by dedicated hard-wired safety switches.
- Facility for reactor loading and sampling

### 3.1.5 Overhead receiving module

This module should include:

- Overhead non-condensable gases venting to main vent header via tube in tube cooler at battery limit.
- Overhead condenser cooling with a recirculating chiller.
- Condensed product withdrawal through shut-off valve into waste receiving vessel.

## 3.2 Catalytic Cracking Section:

The catalytic cracking section is as separately independently and simultaneously operated functionality for kinetic studies of deactivated catalyst. This section is a semi-adiabatic fluidized bed performance test unit with contact time of 0.5-3 seconds and can be used to

generate product yield selectivity data of FCC catalysts. Schematic diagram is depicted in Fig-2. The specifications are given below:

#### **Specifications:**

Features should include short time feed injection, feed dispersion and atomization and quick disengagement of cracked products.

#### **Typical Feedstock characteristics:**

- Specific gravity at 15°C: 0.86 – 0.98
- API: 13.0 – 32.0
- CCR: up to 10wt%
- Aniline point: 58 – 110°C
- Boiling range: up to 740°C
- Accuracy at single CTO: conversion:  $72.2 \pm 0.9$  wt% (with a feedstock having a specific gravity of 0.92 and CCR of 3.4wt %)
- Such as LGO, VGO & resids

#### **3.2.1 Salient features:**

- Commercial FCC riser simulation by adiabatic operation and pressurized operation.
- Should also be operated in isothermal mode by selection in control system.
- Feed CCR upto 10wt%.
- Type of reactor fast fluidized-plug flow, made of quartz (volume: 70cc)
- Catalyst loading: 12 to 24 grams.
- Nitrogen as fluidizing medium.
- Operating Parameters
  - Normal feed velocity 180 grams/min
  - Oil injection of 3 grams but user adjustable
  - Feed injection time of 0.5 to 6 secs
  - Pressure: 15 psig to 40 psig
  - Injection temperature 600 to 700°C
- Offline analysis of coke and product gases. Unit should have provision for putting IR analyser and micro-GC in skid/frame. PLC should allow for expansion to interface with these above analysers. This is required in case user likes to add on these items in future.

#### **3.2.2 Process modules specifications:**

- N2 feed section with flow and pressure control (1-2LPM).
- N2 surge vessel with temperature elements to accurately measure utilized N2.
- Air supply section with pressure and flow regulation (1-2LPM).
- Distribution manifold to serve the various shut-off and selection valves.
- Evacuation connection & vent outlet of system.
- Vacuum pump to allow extraction of catalyst from reactor.
- Liquid feed vessel stirrer, scale and heating controls.
- Liquid (oil) feed plunger pump section with flow controls and controlled heating.

- Heat traced and temperature controlled supply lines to the reactor.
- Pneumatically activated injection valve complete with controlled heating and accurate timing control.
- Reactor section (quartz) complete with furnace, heaters, thermo-elements and pressure sensor.
- Product condenser with dedicated recirculating chiller.
- Water type gas volume converter to measure produced gas.
- Gas and liquid sampling facilities.
- Required safety valves, shut-off valves, tubing and wiring.
- Fume hood design, connections to external extraction ventilation system.

### 3.3 Optional Item-1 (Catalyst loading & unloading)

The purpose of this module is for automatic loading and unloading of catalyst in reactor system of metal deactivation unit. Vendor has to quote price for Optional item-1(Catalyst loading & unloading).

### 3.4 Optional Item-2 (IR Analyser)

The purpose of this module is for flue gas analysis to measure CO, CO<sub>2</sub> & O<sub>2</sub> for catalytic cracking section. O<sub>2</sub> is measured to support the control of the regeneration process. Once cracking reaction is done, the sequence will go to stripping with nitrogen and then regeneration. During regeneration analysis of flue gas to quantify coke on catalyst is needed. The IR Analyser has to be integrated to the unit with necessary accessories. The control software should have additional feature of this.

### 3.5 Optional Item-3 (Particle size analyser)

The purpose of this item is measure particle size of FCC catalysts before and after metallation to observe change in size of the particles and particle distribution. This analyser should measure particle size from 0 to 300 microns. Vendor has to quote price for Optional item-3(Particle size analyser).

Note: For Optional items-1, 2 & 3, the order for this items will be processed along with the order depending on the cushion available in budget. Quote will be considered during tender evaluation.

## 4 Vendors for Major Components:

Preferable manufacturer's list of major components:

Component	Make
Fittings (low & high temperature)	Swagelok
Tubing (low & high temperature)	Swagelok

Pressure regulating valve	TESCOM/ Swagelok
Filter	Swagelok
Pressure Gauge	Wika/Suitable make
Mass Flow Controller	Brooks/Bronkhorst
Heating tapes	HTS Amptek
Thermocouples	Watlow/Gordon/Rossel
Differential Pressure Transducers	Suitable make
PLC	Honeywell/AB/Siemens
Valves (Solenoid)	Parker/Festo
Balance	Mettler/Sartorius
Furnace	ATS/Watlow/Suitable make

Note: Vendor may recommend superior alternative make of the above items for a particular service. In specific instances if vendor cannot comply with the above suppliers, sufficient reason may be given in the tender. In any case, this will not be cited as reason for failure or non-conformity to the design and operating capability of the unit or the warranty of the unit.

#### 5 Process control, Monitoring and Data Acquisition:

- Unit should have separate PC-PLC for data acquisition for metal deactivation and catalytic cracking sections.
- The system should be fully instrumented, computer controlled and monitored with back up fail control and data logging features. It should have flexibility for unmanned operation. Control loop in metal deactivation unit have to be executed by microprocessor system with suitable PC-PLC based software for operator interface, control, data acquisition, signal monitoring etc.
- Vendor has to provide latest model Dell PC with 19" monitor with printer along with the offer for loading PC-PLC software and other applications necessary for unit operations.
- PLC to be compact.

The unit should have safety level which will be controlled by computer (high & low units). Alarms should be displayed and recorded automatically. The unit should be equipped with a temperature scanner and safety switch/alarm for safe operation, if computer fails to take care of high temperature of particular heater. There should be provision in computer for automatic shutdown in extreme pressure or emergency conditions

#### 6 Safety Requirement:

- The unit will be designed for safe, long duration continuous operation. All system control and safety monitoring will be performed by the computer. In addition to software activated alarm and corresponding safety actions, the system will be



equipped with the controller failure relay and hardwired temperature safety switches. Emergency stop buttons for last resort safety.

- Vendor has to carry out a design review meeting, both internally and with user, to review all safety features in this unit, including a cause and effect analysis on the functional design, covering also relevant Hazop aspects.

Mechanical over pressure protection devices (relief valve/rupture disc) will be provided at appropriate locations

#### **7 Documents to be submitted along with Technical Offer:**

- Detailed Process Flow Diagram (PFD)
- Detailed Piping and Instrument Diagram (P&ID)
- Detailed process description along with instrument, control strategy, safety measures
- Size/capacity of each major equipment / instrument
- List of manufacturers and cost break up of all the equipment, instruments and other components
- Detailed parts list for the unit
- Delivery details : The time frame for installation and commissioning of the unit from the date of placing purchase order and also the timeframe and schedule of execution
- Vendor should furnish detailed plot plan along with infrastructure and utilities requirement for erection and operating of the Equipment.
- Furnish customer satisfaction certificate from at least one customer out of the above installation
- Vendor to provide critical comments/suggestions on technical specifications for improvement of design, safety, functionality etc.
- Vendor to indicate the deviations from the technical specifications, if any
- The unit should operate on 415 Volt  $\pm$  5%, 3 phase, and 50 Hz main power supply.

#### **8 Details to be furnished in Price Bid Format**

Vendor should separately furnish quotations for the following in the Price Bid submission. Tax/duties if any included in the cost are to be indicated separately:

##### **A. Metal deactivation unit.**

The price quoted under this item shall include:

- a. Main unit
- b. Crating and Packaging
- c. FAT & training at vendor site

- B. Field Services:** This includes installation, commissioning, Site Acceptance Test, Support and Onsite training for the unit.



- C. **Spare Parts:** Comprehensive Spare parts including process and electrical spares for three years of trouble free operation. The prices should be valid for 1 year after SAT. However, it will be not used for bid evaluation.
- D. **Optional Items:** This includes optional items 1 to 3. Cost break-up of each item to be furnished.
- E. **AMC:** Three years AMC after completion of warranty period. Year wise cost break-up required for this. However, this cost will not be used for bid evaluation. HPCL will place order for this at a later date.

**9 Deviation:**

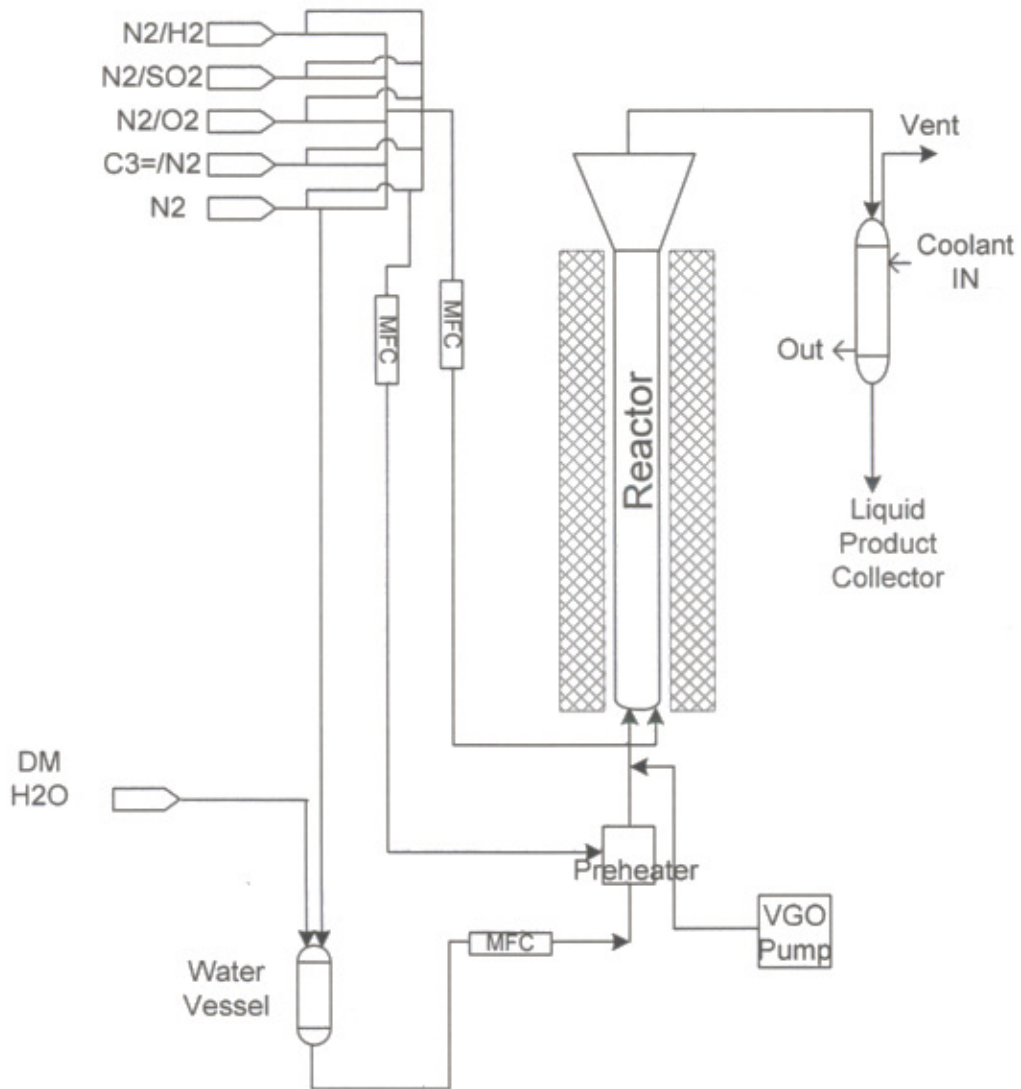
In case of any deviation, vendor should indicate item wise deviation list separately and distinctly. The item(s), which are not indicated in deviation list, but indicated in technical specification, shall be considered as a scope of supply and the vendor has to supply the same without any cost on owner.

**10 Experience of the Vendor:**

Vendor may furnish a list of users along with their contact details to whom similar units has been sold.



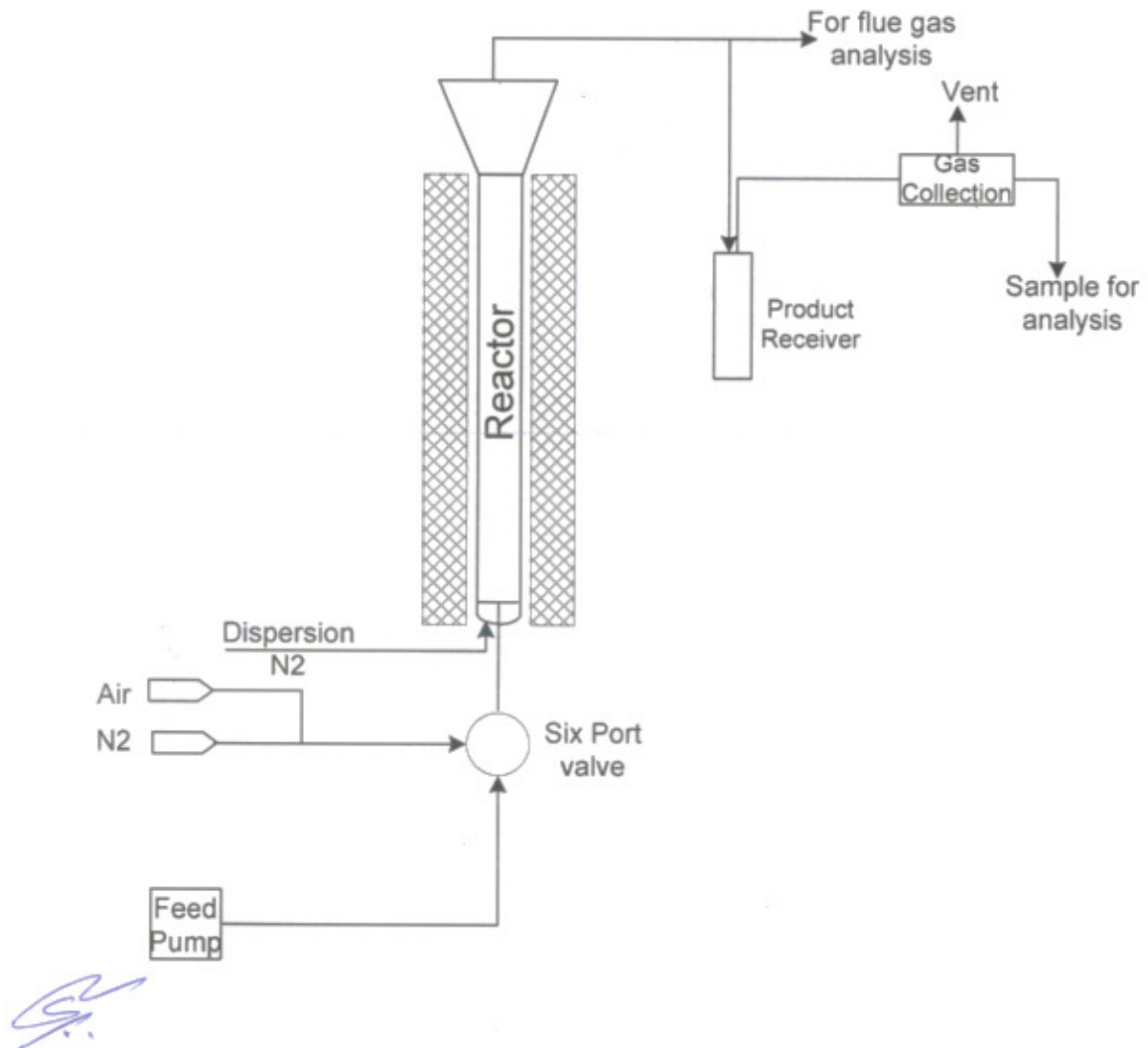
**Fig-1: Schematic Diagram for Metal Deactivation Section**



**Note: Schematic diagram is shown for only one reactor system. As per technical specifications, two reactor system is to be provided for metal deactivation section**

*[Signature]*

**Fig-2: Schematic Diagram for Catalytic Cracking Section**



**General terms and conditions:**

**1. Other Terms & Conditions:**

- The equipment is to be supplied by vendor in skid mounted with aluminium (Al) frame fashion and having wheel locking arrangement.
- The Vendor shall submit detailed P &ID and detailed drawings of the major equipment before fabrication to HPCL for approval
- A complete set of system information, equipment layout drawing, fabrication drawing, equipment/instrument specifications, control configurations, computer graphics display pages etc. are to be provided with the unit
- Detailed activity time schedule chart for delivery of materials, installation, commissioning, etc. is to be given at the time of order
- Vendor has to provide software upgrades, if any, during warranty period.
- Vendor may suggest any improved design of the unit, if any for meeting the requirement of HPCL.

Vendor has to ensure availability of spares and consumables required for metal deactivation unit for a period of 3 years on post warranty for trouble free operation as an optional item

**2. Design Review Meeting:**

- Vendor shall submit the Process Design Package including basic design, engineering, P&IDs, equipment layout plan, equipment/instrument specifications, control configurations/logic, safety/emergency/automated operation interlocks and bill of materials, start-up & shut down procedure for review by HPCL R&D at least two weeks before the design review meeting.
- Design review meeting will be held at HPCL R&D Centre after submission of Process Design Package.
- Modification suggested by HPCL during DRM has to be incorporated by vendor without additional cost implication as required for smooth unit operation.
- The following activities will be covered during design review meeting,
  - Review and finalization of Process Design Package submitted by the vendor.
  - Review and finalization of hardware and software for reliable and safe operation of the unit.
  - Review of Hazop of the unit.
  - Finalization of procedure for conducting FAT and SAT.
  - Finalization of utility requirement along with specification and plot area.
  - HPCL's scope/involvement during installation and commissioning.
- Based on the design review meeting, vendor shall incorporate necessary changes in the documents for final fabrication.



Travel, boarding & lodging expenses of vendor representatives for design review meeting shall be borne by the vendor

### **3. Factory Acceptance Test:**

- Vendor shall provide training to two HPCL R&D engineers at their site for 5 working days. The lodging and travel expenses will be borne by HPCL. The training shall include the following:
  - Document inspection: Checking of unit as per approved P & ID
  - Visual inspection of complete unit for quality of workmanship, conformity of materials, and availability of relevant approved documents.
  - Full loop testing and tuning of all control lines and loops
  - Test of reactors, other equipment and interconnection piping/tubing to assure leakage free unit and pressure test to assure mechanical strength of the unit.
  - PC-PLC Software features: Demonstration of control system.
  - Unit operation: Functional testing, operation and demonstration of the unit with inert feeds (water and nitrogen) and standard catalyst plus VGO oil.
  - Safety and Emergency procedures
  - Reporting all inspection results, remarks and release note

These inspection results will be made part of the manufacturing documents.

### **4. Installation & Commissioning**

- HPCL R&D Centre shall inform the receipt of material at site dispatched by the vendor and confirmation of site preparedness. Vendor shall deploy the manpower for unpacking the unit at HPCL R&D Centre site followed by installation and commissioning.
- Installation, commissioning & demonstration of all the intended applications of the unit after its receipt at site shall be completed within the time frame as per agreed terms.
- Vendor shall remain solely responsible for successful installation, commissioning, and demonstration of the performance of whole unit as per the specifications agreed upon.
- At the site, gas cylinders and utilities such as instrument air, power supply, etc. shall be provided by HPCL R&D Centre. Hook up of these to the unit shall be under vendor's scope.

### **5. Site Acceptance Test:**

SAT will be done at HPCL R&D Centre, Bangalore, India with the following objective:



- To check the functionality and performance of instruments, control systems and hardware.
- To verify the unit operation; start up, shutdown, emergency safety and normal operation of the unit
- To conduct runs for metallation with different protocols as per mutual agreement.
- To conduct runs for catalytic cracking section using metal deactivated catalyst as per mutual agreement and establish material balance of  $\pm 3\%$ .
- Vendor should demonstrate the full capability of the system with respect to HPCL's tender specifications. Operating limits in terms of pressure, temperature and flows are also required to be demonstrated
- Testing of all the instruments/ equipment for their functionality as per the specifications
- Vendor has to provide on-site training to 4 Nos of R&D engineers

The unit will be accepted at the site after successful installation & commissioning and satisfactory site acceptance test. The warranty for the unit shall start from the day of successful site acceptance test. Vendor will be fully responsible to replace all the damaged/ malfunctioning parts / components / accessories / spares found during installation / commissioning/ performance demonstration.

#### **6. Training**

Vendor will provide training to at least two HPCL R&D personnel at HPCL R&D centre covering the following for a minimum period of three days:

- System start-up / shutdown procedure
- Operation and maintenance
- Troubleshooting
- Instrumentation details
- Unit software details
- Safety aspects and safety features
- Hazop

#### **7. Documentation to be submitted on completion of site acceptance test and handing over of the equipment:**

Vendor shall provide two sets (both soft and hard copies) of each of the following

- Process design package
- Operating/maintenance manual
- Manufacturer manual for all the instruments/equipment and other components
- Manual for computer software
- Software backup after incorporating the latest modifications

Vendor should also submit two sets of 'as built' drawing after incorporation of all the latest changes/modification for the following:

- Process Flow Diagram
- Piping and Instrument Diagram (P&ID)



- Electrical/Instrument cable wiring diagram (field junction, control panel etc.)

## 8. Performance Guarantee

The Vendor should furnish Bank Guarantee for 10% of order value and this will be valid till the warranty period.

## 9. Spare parts

Vendor should quote the price of spare parts with cost break-up for mandatory spares (recommended spares) as per vendor experience.

## 10. Single Party responsibility

In case, vendor employs/engages any third party including agent, if any, at any stage of the project, the full responsibility for design, engineering, fabrication, supply, installation, commissioning, warranty & performance demonstration of the unit will remain on the vendor to whom purchase order will be placed.

## 11. Delivery:

The delivery period is 36 weeks from the date of Design package approval.

## 12. After Sales Service

Round the clock Service shall be guaranteed by supplier during defect liability period / guarantee period. The vendor shall give guarantee for after sales services to HPCL. Vendor shall undertake guarantee for replacement/repair of the item.

## 13. Terms of Payment

The general payment terms will be as follows: (Refer Tender Terms & Conditions for detail Payment Terms).

### I. Metal Deactivation Unit:

- 30% after the review and acceptance of Engineering package by HPCL
- 60% against the receipt and acceptance of the complete unit at HPCL R&D site
- 10% after successful SAT, which includes installation and commissioning of the unit

### II. Field Services: 100% after successful SAT, which includes installation and commissioning of the unit

### III. Spares: 100% against delivery and acceptance of the spares at HPCL R&D site

- IV. **Optional items:** 100% against delivery and acceptance of the optional item at HPCL R&D site

**Note:** For other items/services, payment will be as per HPCL policy.

**14. Annual Maintenance Contract**

Vendor has to quote firm & fixed AMC charges for three years (year wise) after completion of warranty period. However order may be placed at a later date after the completion of required warranty period.

**15. Warranty:**

Vendor has to provide One year standard warranty. In case, any components are found to be not performing to the desired level or causing any bottleneck to the overall trouble free operation / maintenance, data collection, safety, etc., vendor shall provide suitable replacements without any additional cost. Vendor shall ensure that there is a minimum down time of the equipment during warranty period. In addition to above vendor has to provide maintenance support as below:

**a) Preventive Maintenance**

Vendor's representative shall visit once in every quarter for preventive inspection and maintenance and twice the year for calibration of instruments.

**b) Break down Maintenance**

In case of breakdown of the equipment, vendor's representative will visit within 72 hours and attend to the problems



**Tender No. : 16000122-HD-10155**



Tender Published On : 04-Jan-2017 16:28

Tender Terms and Conditions				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Tender Terms and Conditions	Tender Terms and Conditions.pdf	-	No

**TENDER DOCUMENT FOR TENDER NO. 16000122-HD-10155/KPK**  
**METAL DEACTIVATION UNIT**



**ABBREVIATIONS:**

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Abbreviations used hereinafter:

HPCL -> Hindustan Petroleum Corporation Limited

NIT -> Notice Inviting Tender

PO -> Purchase Order

LOA -> Letter of Acceptance

**1.0. IMPORTANT NOTES/ SPECIAL TERMS & CONDITIONS:**

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1.1. The Vendor shall necessarily quote for items with specifications exactly as stated in HPCL's Tender Enquiry, **WITHOUT ANY DEVIATIONS WHATSOEVER**, failing which the offer of the Vendor shall be liable for **REJECTION**, **WITHOUT ANY** reference to and/ or correspondence with the Vendor.

1.2. Refer attachment to this tender for detailed technical specifications and Important Terms & Conditions.

1.2.1. All documents including the Technical Specifications, Schedule of quantities, General terms and Conditions, Drawings etc. (if any) that form part of the tender document available in the e-procurement portal shall be construed to be accepted by the bidder in totality unless specifically mentioned in the Deviation form in the Technical responses.

1.3. Soft and Hard Copies (two sets) of all operating manuals, Service Manuals in English language and electronic circuit diagrams of all electronic parts & accessories including third party items must be provided by the supplier along with the instrument.

1.4. The supplier must furnish pre-installation/site readiness requirements within week of the date of PO/LOA, whichever is earlier.

1.4.5. Demonstration:

Equipment performance according to the operational specifications must be satisfactorily demonstrated by the supplier at the user's installation site.

1.5. Vendor should provide comprehensive warranty for 12 months from the date of Installation and commissioning or 18 months from the date of invoice, whichever is earlier. Warranty will be considered for evaluation.

1.5.1. Warranty as mentioned above shall be applicable for both Import & Indigenous supplies, if any.

1.6. In case of situations like take over/mergers/acquisitions, the vendor cannot absolve himself of the responsibility of after sales service. There cannot be any delimitation of liability for the said cases. The vendor shall mention their acceptance to the said clause.

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**1.7. Payment terms:**

- i. 30% after approval of BEDP by HPCL on submission of Advanced Bank Guarantee (BG) of equal value valid till delivery of the Unit.
- ii. 60% after completion of FAT and receipt & acceptance of the material at HPCL's site.
- iii. 10% after installation and commissioning of unit at HPCL Site and submission of Performance Bank Guarantee equal to 10% of the value of purchase order valid till warranty period plus Three month claim period.
- iv. The payment will be made as per the FEMA Regulations in India

1.8. Vendor to give PBG for 10% of the PO value as risk coverage in case vendor faults in warrantee & service obligations as per the standard terms. Performance Bank Guarantee must be as per HPCL's format for 10% of the order value, valid for the Warranty Period plus one month claim period, issued by our bankers (State Bank of India) or any scheduled banks (other than co-operative banks) in India.

1.8.1. In case PBG is not given (OR) PBG is given in a currency other than the currency in which the order is released (OR) PBG is issued by a Bank not acceptable to HPCL, then HPCL shall retain 10% of the order value while making payment and make payment for 90% of the order value. The balance 10% shall be paid after the Warranty Period.

1.8.2. PBG has to be given for both Import & Indigenous orders, if any.

**1.9. To supply without Excise Duty (if applicable):**

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HPCL is registered with the Government of India in the Department of Scientific and Industrial Research, vide letter F.No. TU/IV-RD/1880/2012 dated 20th July 2012.

Vide notification no. 10/97-CE dated 01-03-1997, as amended by notification no. 16/2007-Central Excise dated 01-03-2007, issued under Central Excise Act, 1944, we are entitled to exemption from the whole of the duty of excise leviable under the Schedule to the Central Excise Tariff Act, 1985.

Manufacturers / Dealers are therefore required to quote price without Excise Duty.

As required by the said notification, HPCL shall issue a certificate in each case of clearance of goods, certifying that the said goods are essential for research purposes and will be used for the stated purpose only.

**1.10. CONTACT PERSON FOR TECHNICAL QUERIES:**

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Mr. Kumar Pramod / Mr. Kukade Somanath  
Manager - FCC / Dy Manager - R&D  
HINDUSTAN PETROLEUM CORPORATION LIMITED  
BANGALORE - 560 067  
Tel: 080 – 28078630  
E-Mail: pramodkumar@hpcl.in/ somanathrkukade@hpcl.in

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**IN CASE OF ANY TECHNICAL /COMMERCIAL QUERIES, THE SAME SHOULD BE SOUGHT THROUGH THE “QUERIES / MESSAGES” APPLICATION IN THE E-PROCUREMENT SITE ONLY. (Manual for raising queries available in “Help” application (point e) after logging into the website)**

**1.11. FOR E-TENDERING RELATED ISSUES:**

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**In case of any issue in logging into the site or any issue in Uploading certificate/Bid preparation/Bid submission you may call on this Telephone No - 022-42100111. The help-desk services shall be available from Monday to Saturday, between 10.00 AM to 6.00PM only, except Public holidays.**

**In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above**

**1.12. Integrity Pact:**

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1.12.1. The Integrity Pact duly signed by the authorized official of HPCL and the Vendor, will form part of this Contract / Supply Order.

1.12.2. Proforma of Integrity Pact (which is issued along with this bidding document) shall be returned by the Vendor along with the Offer, duly signed by the same signatory who signs the bid, i.e., who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Vendor's failure/refusal to sign the Integrity Pact shall lead to outright rejection of such Offer.

1.12.3. If the Vendor has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from the Vendor, Liquidated Damages amount by forfeiting the EMD/Bid security (Bid Bond), if any, as per provisions of Integrity Pact.

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

**1.13. Annual Maintenance Contract:**

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1.13.1. Bidder has to quote firm & fixed AMC charges for Three years after completion of the two years warranty period. The same shall form the cost of equipment for evaluation purpose. HPCL, at its discretion, can place order for AMC at a later date.

1.13.2. Annual Maintenance Contract (AMC) must be provided for the next three years (after the warranty period) and a break-up of AMC for three years (1st year, 2nd Year and 3rd Year) should be quoted separately indicating all applicable taxes clearly. Three years AMC (year wise break-up) will be considered for evaluation. Order for AMC will not be however placed initially and HPCL reserves the right to place the order for AMC subsequent to completion of warranty period. The AMC rates shall be firm, fixed and valid till the completion of Warranty Period.

1.13.3. In case of AMC Parties representative will visit within 72 hours of notice of breakdown

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**2.0. DELIVERY SCHEDULE:**

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- 2.1. The Material should be delivered at the earliest possible, but not later than 36 weeks from approval of design package from HPCL. Design Package should be submitted within 1 month after placing PO
- 2.2. The date of the Lorry Receipt/ House Airway Bill/Goods Consignment Note shall be reckoned as the Date that the material has been delivered by the Vendor.
- 2.3. Foreign Suppliers have to quote on FCA, FOB & CIF Dispatch Seaport / Airport basis (INCOTERMS 2010) as per tender attachments.

**2.4. PRICE REDUCTION CLAUSE:**

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- 2.4.1. In case of delay in delivery, Price Reduction shall be applicable @ 0.5% of the Undelivered Order Value, per week or part thereof, subject to a maximum of 5% of the Undelivered Order Value
- 2.4.2. It is also to be noted that Service Tax at actuals, presently 14.5%, shall be applicable extra on the amount deductible, if any, under this clause. HPCL shall provide Tax Invoice regarding the same to the vendor and the vendor can claim Credit on this Service Tax paid.
- 2.4.3. Price Reduction Clause shall be applicable for both Import & Indigenous orders, if any

**3.0. PROCEDURE FOR SUBMISSION OF E-BID: [<https://etender.hpcl.co.in/>]**

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- 3.1. If you are logging in for the first time, please upload your digital certificate (public key) through the link “Digital certificate” in the left side (The digital certificate should have “Non repudiation” attribute). The concerned Purchase officer will validate the same, after which the message in link shall read as “Existing Signing Digital Certificate Expires on:” Only after this message you can submit bid successfully. (This is a onetime activity till certificate expiry).
- 3.2. To know, how to prepare and submit bid, please refer the “HELP” tab. You will be guided with a step by step procedure for bid preparation and submission of the same.
- 3.3. For help on any specific topic, like ‘how to raise query’ etc., please click on the help link and select the appropriate topic for a step by step procedure on same.
- 3.4. Please note that, you can submit more than one bid against a tender. However, only the latest successful bid shall be considered for evaluation.
- 3.5. Please download and install the PDF signing utility (J Sign PDF) from the “Utilities” link, which can be used to signing tender document prior to submission of same. Please note that your digital certificate should be uploaded / existing in your browser to enable Jsign pdf in signing documents.
- 3.6. Please ensure to use Internet Explorer 7 or above to open and work on this application.
- 3.7. Please download & install the program JDK 1.6 from the utilities link, if not already installed for this application to work properly.
- 3.8. Please note that opening of bids can be witnessed through the menu “Witness bid opening” after the un-priced/priced bid opening date has passed.

NOTE: For Disclaimers, please refer the home page after logging into the website.

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**4.0. MODE OF BIDDING:**

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13.1. Bidders should submit their offers under THREE BID – FOUR ENVELOPE system as detailed below:

13.2. Bidders should submit the EARNEST MONEY DEPOSIT (EMD), INTEGRITY PACT & Tender Fee, Pre-Qualifications Bid, Un-Priced Bid and Priced Bid as given below.

ENVELOPE – 1: EARNEST MONEY DEPOSIT (EMD), Tender FEE & INTEGRITY PACT  
**(to be sent by POST by the due date & time)**

ENVELOPE – 2: PRE-QUALIFICATION BID **(to be quoted online)**

ENVELOPE – 3: UNPRICED BID **(to be quoted online)**

ENVELOPE – 4: PRICED BID **(to be quoted online)**

EMD and Tender Fee Envelope to be posted to HP Green R&D Centre, Bangalore by Due Date & Time. EMD and Tender FEE Envelope should be superscribed with the Tender No., Tender Date, Tender Due Date and Bidder's Name & Address.

13.3. In case either (a) the Vendor submits both the Un-Priced Bid as well as the Priced Bid online but fails to submit EMD and Tender Fee Envelope by due date & time, or (b) in case ONLY EMD and Tender Fee is submitted by due date & time and online bid is not submitted, or (c) Prices are mentioned in the envelope marked as "EMD & Tender Fee", or (d) EMD or Tender Fee is not submitted in the Envelope marked as "EMD & Tender Fee", such Offers shall be summarily REJECTED, WITHOUT ANY reference to and/ or correspondence with the Vendor.

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

13.4.1. A scanned copy of the Letter Head, confirming unconditional acceptance to all the terms & conditions contained in HPCL's Tender Enquiry and WITHOUT any deviation, should be uploaded in the **“Generate Technical Bid & Priced envelope → Tender Heading”** stage of bid preparation. The Letter Head should also clearly indicate your up-to-date Address, Telephone Numbers, Fax Numbers, E-Mail Addresses, Mobile Numbers and Contact Person's Name & Designation.

13.4.2. In addition to the above, please ensure to specify the following under the **“Generate Technical Bid & Priced envelope → Tender Heading”**:

- (a) In case of NIL Deviation, kindly ensure to specify NIL.
  - (b) In case of any deviation(s), the same is to be entered in the table provided.
  - (c) Deviation mentioned in any other place will not be considered.
- (NOTE: In case Deviation Form is left blank, the next step cannot be initiated)

13.5. The bidder shall acknowledge the receipt of tender document and provide acceptance to terms and conditions including job scope, specifications and drawings except the deviations

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listed by him in the deviation clause on line in e-procurement portal. The bidder shall complete all the processes and steps required for Bid submission.

13.6. A bid shall be construed as successfully submitted only after a confirmation to that effect is displayed by our server along with the File hash for each of the bids i.e. Pre-Qualification bid, Technical bid and Priced bid etc. The acknowledgement is the only confirmation which the bidder can show as a proof of participating in the tender.

**4.2. HOW TO QUOTE:**

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4.2.1. Please quote your Unit Rates along side the individual items, in the corresponding fields of this e-tender.

4.2.2. Please note that the Priced Bid should contain only rates and should not contain any conditions or deviations. If there any conditions/deviations in the Priced Bid which were not mentioned in the Unpriced bid, then the same will not be considered.

4.2.3. No escalation/ variation is permitted on your Quoted Rates throughout the order / completion period on account of any variation in the prices of material, cost of labour or any other reasons, whatsoever.

4.2.4. No amount shall be payable to the Agency, other than the Rates quoted by the Agency in Quotation.

4.2.5. Offers (including revised rates and/or offers of discounts, unless specifically directed by HPCL) received by any other mode, viz hardcopy, fax, e-mail, telegram, telex etc. are NOT acceptable and summarily be REJECTED, without any correspondence and/or reference to the Vendor.

**5.0. GENERAL TERMS AND CONDITIONS:**

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5.1. This is ONLY a Price Enquiry and NOT a commitment from HPCL.

5.2. Wherever applicable/ available, please specify your Excise Control Code Registration Number and Date, CST Registration Number and Date, and Karnataka VAT Registration Number and Date, in your (Un-Priced) Bid. And please attach photocopies of these Registration Certificates.

5.3. Please note that the e-procurement system does not allow offers, to be received after the stipulated Date & Time specified (or the extended Due Date & Time, if any).

5.4. If you are unable to quote, please send your regret letter specifying the reasons. Failing which, it shall be construed that you are not interested in transacting business with HPCL and HPCL reserves the right to determine the continuation of your name in its List of Approved Vendors.

5.5. HPCL reserves the right at any time to extend the due date for submission of bids and also for extension of date of un-priced bid opening.

5.6. HPCL reserves the right to reject the entire/ any part of your offer and/ or to award the order for the whole or part of the above Tender Enquiry.

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- 5.7. HPCL shall not be bound to accept the lowest offer or any offer, nor shall HPCL be bound to give any reasons for rejection of an/ any offer.
- 5.8. The Vendor's Offer should be valid for a MINIMUM period of THREE MONTHS from the due date/extended due date.
- 5.9. The Vendor's Offer is liable for rejection if it does not comply with the Tender Enquiry conditions or if it is incomplete.
- 5.10. Purchase / Price Preference: Purchase / Price preference, as applicable, shall be given to Central Government Public Sector Enterprises and NSIC registered Units (only those who forward valid NSIC certificate, which clearly indicates the items for which they are registered), as per the existing and prevailing government guidelines, rules and regulations.
- 5.11. GRIEVANCE REDRESSAL: There is a Grievance Redressal Mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website.

**6.0. TERMS OF BUSINESS:**

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- 6.1. The term 'HPCL' means 'Hindustan Petroleum Corporation Limited' and includes successors and assignees.
- 6.2. The term 'Vendor' means the Vendor, firm or company, who has submitted their offer in response to this Price Enquiry/ Tender Enquiry and / or whose Offer has been accepted by 'HPCL'. The term 'Vendor' includes Vendor's legal heirs, representative, successor (s) and permitted assignees.
- 6.3. The 'Vendor' warrants that, use or sale of the materials specified herein, will not subject 'HPCL' to charges of patent infringement. The 'Vendor' further agrees to hold 'HPCL' harmless of any or all results of such charges.
- 6.4. The materials supplied must not be in excess of the quantities ordered, must be of the required quality and must meet the specifications given by 'HPCL' fully, failing which the materials will be returned at Vendor's expenses.
- 6.5. Materials should be shipped to 'HPCL', in such form that the total freight charges are minimum, keeping in mind that the delivery in excellent conditions is of prime importance.
- 6.6. 'HPCL' reserves the right to suspend the execution of the Purchase Order, in the event of strike, accidents or any other contingencies, which are beyond HPCL's control.
- 6.7. If the services/ materials ordered are not delivered by the 'Vendor', as per the terms specified in the Purchase Order, 'HPCL' reserves the right to cancel the Purchase Order, without prejudice. The costs and expenses, if any, resulting from such cancellation of the Purchase Order, shall be to the Seller's account.
- 6.8. Vendor's ECC Registration No., CST Registration No., and KA VAT Registration No. (TIN No.), should be quoted on all copies of their Invoices.
- 6.9. Bills will be paid by e-payment. All payments shall be subject to the rules & regulations prescribed/ amended from time to time, by the Reserve Bank of India

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**ARBITRATION CLAUSE (For Foreign Vendors):**

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

**Note:**

1. The Appointing Authority is the Director-Refineries of Hindustan Petroleum Corporation Limited
2. Non-acceptance of HPCL's above Arbitration Clause may render Vendor's Offer liable for rejection.

**ARBITRATION CLAUSE (For Indian Vendors):**

- =====
- 1) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the contract, meaning, operation or effect

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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.

2) The appointing authority shall nominate an officer/ retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Chief Manager & above or any retired officer of the Central Government not below the rank of a Director to the Govt. of India, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer (employee) and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates.

3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

4) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor.

5) It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

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

7) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs.70,000/- per case for transportation contracts and Rs.1,00,000/- for engineering contracts. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings / documentation, and balance 50% on completion of arguments and receipt of award by the parties.

9) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Bangalore for all

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

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

Note: In case of non-acceptance of the Arbitration clause, your Offer is liable for rejection

**CANCELLATION / RISK PURCHASE CLAUSE:**

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

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

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

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

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

Note: Non-acceptance of the Cancellation / Risk Purchase clause, makes your offer liable for rejection.

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Additional Documents to be submitted if any				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Additional documents like Brochure etc. to be submitted, if any, to be uploaded here. Kindly note DO NOT INDICATE PRICES.		-	Allowed



List of all items of offer WITHOUT PRICES				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	List of all items of offer WITHOUT PRICES	Format for List of All Items of Offer.pdf	-	No
2	In the format given above, Pl attach the list of all items quoted in your offer including mandatory or optional spares, consumables and accessories WITHOUT PRICES. Also, , indicate the quantities being offered in the list of items and indicate the corresponding S.No. of the tender line item for easy co-relation and evaluation of the items		-	Mandatory

## FORMAT FOR LIST OF ALL ITEMS OF OFFER WITHOUT PRICES

Kindly indicate the list of ALL ITEMS being offered in this format and upload the pdf file of the list in HPCL's e-procurement portal. Kindly ensure **DO NOT INDICATE PRICES** in this list. In case Prices are indicated, your offer will be summarily **REJECTED**, without any reference/correspondence with the vendor.

ITEM DESCRIPTION AS PER HPCL TENDER	ITEM DESCRIPTION AS PER VENDOR'S OFFER	QUANTITY BEING OFFERED BY THE VENDOR
	Please enter corresponding Line Item Description here against each line item	Please enter quantity being offered here. However, Kindly ensure to quote UNIT RATES in the corresponding field in the e-tender.
<b>Equipment &amp; AMC Charges</b>	<b>Equipment &amp; AMC Charges</b>	
Metal Deactivation Unit - FCA		
Metal Deactivation Unit - FOB		
Metal Deactivation Unit - CIF		
Field Services		
Spare Parts - Lumpsum		
Opt 1:Catalyst Loading &Unloading		
Opt 2:IR Analyzer		
Opt 3:Particle Size Analyzer		
1st Year AMC Charges post Wty.		
2nd Year AMC Charges post Wty.		
3rd Year AMC Charges post Wty.		
<b>Spares or Accessories or Consumables or Other Items</b>	<b>Spares or Accessories or Consumables or Other Items</b>	
Line Description 1		
Line Description 2		
Line Description 3		
Line Description 4		
Line Description 5		
Line Description 6		
Line Description 7		
Line Description 8		
Line Description 9		
Line Description 10		
Line Description 11		
Line Description 12		
Line Description 13		
Line Description 14		
Line Description 15		
Line Description 16		
Line Description 17		

## FORMAT FOR LIST OF ALL ITEMS OF OFFER WITHOUT PRICES

Kindly indicate the list of ALL ITEMS being offered in this format and upload the pdf file of the list in HPCL's e-procurement portal. Kindly ensure **DO NOT INDICATE PRICES** in this list. In case Prices are indicated, your offer will be summarily **REJECTED**, without any reference/correspondence with the vendor.

ITEM DESCRIPTION AS PER HPCL TENDER	ITEM DESCRIPTION AS PER VENDOR'S OFFER	QUANTITY BEING OFFERED BY THE VENDOR
	Please enter corresponding Line Item Description here against each line item	Please enter quantity being offered here. However, Kindly ensure to quote UNIT RATES in the corresponding field in the e-tender.
<b>Spares or Accessories or Consumables or Other Items</b>	<b>Spares or Accessories or Consumables or Other Items</b>	
Line Description 18		
Line Description 19		
Line Description 20		
Line Description 21		
Line Description 22		
Line Description 23		
Line Description 24		
Line Description 25		
Line Description 26		
Line Description 27		
Line Description 28		
Line Description 29		
Line Description 30		



## Commercial TnC for Foreign Supplies

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	The Bidder has to quote the rates for all the following: a) FCA (Airport) INCOTERMS 2010 basis b) FOB (Seaport) INCOTERMS 2010 basis and c) CIF (Indian Seaport) INCOTERMS 2010 basis.		-	No
2	Please indicate the following:		-	No
3	I) Net weight		-	No
4	II) Gross weight (approx)		-	No
5	Indicate the Price Terms and Country of dispatch For Example: FCA Dispatch City Name Airport, Country Name (INCOTERMS 2010)		-	No
6	Indicate the Custom classification no. of the items offered (BTN classification).		-	No
7	Transit insurance and air freight charges in case of FCA and FOB from the port of dispatch up to the Bangalore International Airport in India shall be arranged by HPCL.		-	No
8	Air freighting in case of FCA shall be done through our nominated air consolidation agents, whose HAWB only acceptable for negotiation.		-	No
9	Please confirm the delivery period is 36 weeks from approval of design package from HPCL. Design Package should be submitted within 1 month after placing PO. Date of HAWB for FCA / Bill of Lading for FOB / Date of reaching Indian Seaport for CIF basis shall be considered as date of delivery.		-	No
10	Price Reduction Clause: In case of delay in delivery, Price Reduction shall be applicable at 0.5 per cent of the Undelivered FCA Order Value, per week or part thereof, subject to a maximum of 5 per cent of the Undelivered FCA Order Value.		-	No
11	Note: i. Initially this clause shall be applicable for total FCA order value and final settlement to be on undelivered portion in the contractual delivery period. Service Tax is applicable on the deductible amount, if any.		-	No
12	Payment will be made against certification of Invoice as per Payment terms specified in Terms and Conditions attached to this tender.		-	No
13	All Bank charges outside India shall be to your account.		-	No
14	Specify the Name, Bank Account No., Swift Code, IBAN, Complete postal address, telephone and fax no of your Bankers.		-	No
15	Specify the country of origin of the material offered.		-	No
16	You shall furnish, at no extra charge, a certificate of Country of origin, issued or attested by a Chamber of Commerce or Trade Association.		-	No
17	Confirm that NO Indian Agency Commission is payable by HPCL nor is included in your offer.		-	No
18	COMPREHENSIVE WARRANTY PERIOD: Vendor should provide value as risk comprehensive warranty period of 12 months from the date of completion of Site Acceptance Test at HPCL, Bangalore or 18 months from the date of dispatch, whichever is earlier.		-	No
19	Spares and Consumables: Confirm that you have quoted firm and fixed charges for spares and consumables for trouble free operation as indicated in the tender.		-	No
20	Confirm that you have indicated the list of items along with spares and consumables WITHOUT prices and attached the document with the tender		-	No
21	AMC Charges: Confirm that you have quoted firm and fixed AMC charges for three years after completion of warranty period, which shall be taken into consideration for the cost of equipment for evaluation purpose.		-	No
22	In case of AMC, kindly indicate the Agency with complete address and contact details on which the order to be placed		-	No
23	Confirm that you shall furnish Performance Bank Guarantee as per our format for 10 per cent of the order value, valid for the warranty period plus one month claim period, issued by our bankers (State Bank of India) or any of the scheduled banks (other than co-operative banks) in India.		-	No
24	PBG (Performance Bank Guarantee) for the amount of 10 per cent of total order value has to be submitted after issue of FOI or PO or along with the documents to HPCL.		-	No
25	Note: PBG shall be submitted in the same currency in which the order is released. Default currency indicated in PBG format is INR (Rs.), the same shall be changed to currency in which the order will be released.		-	No
26	All foreign BGs, issued by a bank located outside India, are to be confirmed by a Scheduled Bank (other than Co-operative bank) located in India.		-	No
27	In case PBG is not given (OR) PBG is given in a currency other than the currency in which the order is released (OR) PBG is issued by a bank not acceptable to HPCL, then HPCL shall retain 10 per cent of the order value while making payment and make payment for 90 per cent of the order value. The balance 10 per cent shall be paid after the Warranty Period.		-	No
28	Repeat Order: Confirm acceptance of repeat order up to 100 per cent of original ordered quantity, which may be placed separately within one year from the date of original order on same terms and conditions.		-	No
29	Confirm that your offer shall be valid for 3 months from due date or extended due date of the tender, for consideration of placing the order.		-	No
30	Quoted rates shall be firm and fixed till complete execution of the order.		-	No
31	Confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs		-	No
32	All consignments being imported into India by air require a phytosanitary certificate from the country of origin if articles have been packed with packaging materials. This is mandatory. Phytosanitary certificate means a certificate issued in the model format prescribed under the International Plant Protection Convention of the Food and Agriculture Organization and issued by an authorized officer at the country of origin of consignment or re-export.		-	No

33	All resident or non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online). tin.tin.nsdl.com incometaxindia.gov.in incometaxindiaefiling.gov.in www.utitsl.co.in		-	No
34	As per the new provision, tax at the prescribed rate or 20 per cent, whichever is higher, will be deducted on all transactions liable to withholding tax including payments or remittances to non-residents where the Permanent Account Number (PAN) of Payee is not furnished. In view of the above provision, you are requested to apply for PAN and in the absence of PAN number tax will be deducted at the prescribed rate or 20 per cent, whichever is higher. Further, a certificate to be submitted on your letter head in the format attached to this ACTCFT along with tender documents. This is a requirement for processing payments to non-residents under the Income Tax Act, 1961		-	No
35	In case of Order, indicate the Name, Address and Contact Details on whom the order is to be placed and the authorization letter if the order is on company other than to whom tender is floated.		-	No
36	In case of short-shipment and or rejection of materials received by HPCL and or replacement of material during Warranty, the replacement materials should be sent to HPCL on DDP-HPCL Bangalore basis, as per Incoterms 2010. Please confirm acceptance		-	No
37	Confirm acceptance of Arbitration clause		-	No
38	Confirm acceptance of Cancellation or Risk purchase clause.		-	No



## Commercial TnC for Indian Supplies

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Please indicate the following:		-	No
2	I) Net weight		-	No
3	II) Gross weight (approx)		-	No
4	Please specify whether the Price Terms of the materials being offered by the Vendor is a) Ex-Works (OR) (b) FOR-Despatch Point (OR) (c) FOR-Bengaluru (OR) (d) Free Delivery at HPCL- Site		-	No
5	Packing and Forwarding Charges: Please specify whether Pand F charges are Nil or Included in your quoted rate OR Extra		-	No
6	In case P and F charges are extra, please quote in terms of Percentage of Basic Price.		-	No
7	Please specify whether Excise Duty is Nil or is included in the Quoted Rate or is Extra.		-	No
8	In case Excise Duty is Extra, please specify the Rate of Excise Duty and Education Cess		-	No
9	Please specify Excise Tariff Number for each item of this Price Enquiry.		-	No
10	Please mention the details of Vendor Registration with the Central Excise Authorities (ECC No).		-	No
11	Kindly note that HPCL-Corporate RnD Bangalore is exempted from Excise Duty. Kindly refer the tender document for details.		-	No
12	Sales Tax: Please specify whether CST or KA-VAT is Nil or is included in the quoted rate or is Extra.		-	No
13	In case KA-VAT or CST is extra, please specify the rate.		-	No
14	Please specify whether it is KA-VAT or is CST without Form-C (HPCL-RnD shall not provide Form-C)		-	No
15	In case of VAT, please indicate Vendor KA-VAT TIN No.		-	No
16	In case of a proprietary concern or a business owned by a HUF, the name of the proprietor or Karta of the Hindu Undivided Family, as the case may be, shall also be mentioned in the invoice. In case of failure to comply with this requirement HPCL shall not pay the Excise Duty or Service Tax included in the invoice. In case such Excise Duty or Service Tax is paid by HPCL and at a later date Cenvat credit is denied to HPCL due to non-compliance with the above requirement, HPCL shall recover the applicable Excise Duty or Service Tax from any amounts due to supplier or contractor or encash any BG.		-	No
17	In case of a proprietary concern or a business owned by a HUF, the name of the proprietor or Karta of the Hindu Undivided Family, as the case may be, shall also be mentioned in the invoice. In case of failure to comply with this requirement HPCL shall not pay the Excise Duty or Service Tax included in the invoice. In case such Excise Duty or Service Tax is paid by HPCL and at a later date Cenvat credit is denied to HPCL due to non-compliance with the above requirement, HPCL shall recover the applicable Excise Duty or Service Tax from any amounts due to supplier or contractor or encash any BG.		-	No
18	If Excise duty or sales tax is presently not applicable confirm the same will be borne by the vendor in case it becomes leviable later.		-	No
19	Freight Charges: Please specify whether Freight Charges are Nil or are included in the basic price or are payable Extra by HPCL		-	No
20	In case Freight charges are extra, please quote Maximum limit of freight charges in terms of Percentage of your quoted rate or per unit.		-	No
21	NOTE: (1) Vendor Offer will be evaluated, by loading the maximum freight charges quoted above. (2) The freight charges will be paid extra at actuals (with documentary proof), subject to the maximum of percentage or amount, mentioned above. (3) In case the actual freight charges exceed the maximum limit of freight charges mentioned by Vendor, the differential amount will be deducted from Vendor Bills.		-	No
22	Confirm that Transit risk Insurance shall be in Vendor scope		-	No
23	Payment will be made against certification of Invoice as per Payment terms specified in Terms and Conditions attached to this tender.		-	No
24	REPEAT ORDER: Confirm acceptance of repeat order up to 100 per cent of original ordered quantity, within one year from the date of original order on same terms and conditions.		-	No
25	DELIVERY PERIOD: Delivery period shall be 36 weeks from approval of design package from HPCL. Design Package should be submitted within 1 month after placing PO. Date of LR shall be considered as date of delivery.		-	No
26	Price Reduction Clause: In case of delay in delivery, Price Reduction shall be applicable at 0.5 per cent of the Undelivered Order Value, per week or part thereof, subject to a maximum of 5 per cent of the Undelivered Order Value. Note: Initially this clause shall be applicable for total order value and final settlement to be on undelivered portion in the contractual delivery period. Service Tax is applicable on the deductible amount, if any.		-	No
27	FIRM PRICE: Quoted prices shall remain firm and fixed till complete execution of the order.		-	No
28	COMPREHENSIVE WARRANTY PERIOD: Vendor should provide value as risk comprehensive warranty period of 12 months from the date of completion of Site Acceptance Test at HPCL, Bangalore or 18 months from the date of dispatch, whichever is earlier.		-	No

29	AMC Charges: Confirm that you have quoted firm and fixed AMC charges for three years after completion of warranty period, which shall be taken into consideration for the cost of equipment for evaluation purpose.		-	No
30	In case of AMC, kindly indicate the Agency with complete address and contact details on which the order to be placed		-	No
31	Spares and Consumables: Confirm that you have quoted firm and fixed charges for spares and consumables for trouble free operation as indicated in the tender.		-	No
32	Confirm that you have indicated the list of items along with spares and consumables WITHOUT prices and attached the document with the tender		-	Allowed
33	Confirm that you shall furnish Performance Bank Guarantee as per our format for 10 per cent of the order value, valid for the warranty period plus one month claim period, issued by our bankers (State Bank of India) or any of the scheduled banks (other than co-operative banks) in India.		-	No
34	PBG (Performance Bank Guarantee) for the amount of 10 per cent of total order value has to be submitted after issue of LOA or PO or along with the documents to HPCL.		-	No
35	Note: PBG shall be submitted in the same currency in which the order is released. Default currency indicated in PBG format is INR (Rs.), the same shall be changed to currency in which the order will be released. All foreign BGs, issued by a bank located outside India, are to be confirmed by a Scheduled Bank (other than Co-operative bank) located in India.		-	No
36	In case PBG is not given (OR) PBG is given in a currency other than the currency in which the order is released (OR) PBG is issued by a bank not acceptable to HPCL, then HPCL shall retain 10 per cent of the order value while making payment and make payment for 90 per cent of the order value. The balance 10per cent shall be paid after the Warranty Period.		-	No
37	Confirm acceptance of Arbitration clause		-	No
38	Confirm acceptance of Cancellation or Risk purchase clause.		-	No
39	Confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs		-	No
40	VALIDITY OF OFFER: Offer shall be valid for 3 months from the due date or extended due date of this tender enquiry		-	No
41	MSE Registration: Please confirm your registration as MSE, for any / all items of this Price Enquiry.		-	No
42	In case you are registered with MSE, please upload the documents as specified in GTC		-	Allowed
43	All resident or non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online). tin.tin.nsdl.com or pan or index.html or incometaxindia.gov.in or incometaxindiaefiling.gov.in or portal or index.jsp www.utisl.co.in or		-	Allowed
44	In case any other taxes and duties other than those specified above are applicable, specify the same		-	No
45	In Case of any contradictions in any of the terms mentioned in this tender from the one mentioned in the GTC, present tender conditions shall prevail		-	Allowed
46	Please confirm acceptance to the attached GTC.		-	No

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HPCL General Terms and Conditions				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	HPCL General Terms and Conditions	GTC.pdf	-	No
2	Confirm acceptance to the HPCL General Terms and conditions		-	Allowed

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

### **1 PRELIMINARY**

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

### **2. DEFINITIONS**

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these;
- b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipment, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

- e. “Contractual Delivery Date”: Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. “Inspectors”: Inspectors deputed by Corporation.
- g. ‘Total Order Value’ means:-
  - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
  - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. ‘Total Order Value’ shall be considered for the purpose of calculation of:-
  - 1. Price reduction on account of delay
  - 2. Performance bank Guarantee Amount
  - 3. Payment of advance, if any to be made
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

### **3. REFERENCE FOR DOCUMENTATION**

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

### **4. CONFIRMATION OF ORDER**

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

### **5. SALES CONDITIONS**

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

### **6. COMPLETE AGREEMENT**

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

### **7. INSPECTION-CHECKING-TESTING**

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

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

- packing.
- b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.
  - c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
  - d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
  - e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
  - f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipment and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
  - g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
  - h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

### **8. OFFICIAL INSTITUTIONAL TESTING**

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

### **9. WEIGHTS AND MEASUREMENTS**

- a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final
- b. Vendor's shipping documents and invoices must contain the following data:

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

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

### **10. DESPATCH INSTRUCTIONS**

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

### **11. OILS & LUBRICANTS**

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

### **12. SPARE PARTS**

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

### **13. PACKING AND MARKING**

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

- f. Each package shall be marked in bold letters on the external three surface of the package as follows:
- i. From: Address of Supplier / Sub-supplier.
  - ii. For: Hindustan Petroleum Corporation Ltd., Visakh Refinery (location)
  - iii. Item:
  - iv. Package No. : \_\_\_\_\_ of total packages
  - v. Dimensions: \_\_\_\_\_ (Dimensions of each package)
  - vi. Weight: \_\_\_\_\_ (Weight of each package)
  - vii. Special Instruction for storage, if any.
  - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
  - ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
    1. Mandatory Spares.
    2. Commissioning Spares.

### **14. SHIPMENT AND SHIPMENT NOTICES**

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

### **15. CONTROL REGULATIONS**

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

### **16. TRANSIT RISK**

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

### **17. RESPECT FOR DELIVERY DATES.**

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

### **18. PRICE REDUCTION FOR DELAYED DELIVERY**

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

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

### **NOTE:**

- a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

### **19. DELAYS DUE TO FORCE MAJEURE**

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

### **20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.
- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

### **21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION**

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
  - i. Ex-works: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
  - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

- and such receipt having been passed over to the Corporation.
- iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
  - iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
  - v. Equipment erected by the Vendor: On temporary acceptance at job site.
  - vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

### **22. PRICE**

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

### **23. TAXES & DUTIES:**

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

### **24. CUSTOMS DUTY (CD) VARIATION**

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, Countervailing Duty, Special Additional Duty by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).

- c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

### **25. FOREIGN EXCHANGE (FE) VARIATION**

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

### **26. TERMS OF PAYMENT**

- a. The following payment terms shall be applicable:
  - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. At

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

HPCL shall be paid within 7 days of receipt of bill.

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

### **27. RECOVERY OF SUMS DUE**

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

### **28. CHANGES**

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

### **29. CANCELLATION / RISK PURCHASE CLAUSE:**

- a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
  - i. The vendor fails to comply with the terms of this purchase order.
  - ii. The vendor fails to deliver the goods on time and / or replace the rejected goods promptly.
  - iii. The Vendor becomes bankrupt or goes into liquidation.

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

- iv. The vendor makes a general assignment for the benefit of creditors.
  - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.
- c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.
- d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause "Delayed Delivery" as a fore said.

### **30. PATENTS AND ROYALTIES**

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

### **31. PERFORMANCE GUARANTEE**

- a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.
- b. Composite PBG for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

### **32. NON WAIVER**

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

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

### **33. NON ASSIGNMENT**

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

### **34. PART ORDER/ SPLIT ORDER / REPEAT ORDER**

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

### **35. VENDOR'S DRAWINGS AND DATA REQUIREMENT**

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

### **36. TECHNICAL INFORMATION**

- a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

### **37. SERVICES OF VENDOR'S PERSONNEL**

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

### **38. VENDOR'S LIABILITY**

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same.

## **GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

### **39. CORPORATION'S MATERIAL**

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value thereof strictly in the manner and as per proforma of bank Guarantee approved by the Corporation.
- b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting therefrom expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

### **40. GUARANTEE FOR SPARE PARTS:**

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires.
- b. The seller shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specification of materials at no extra cost to the Procurement, if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.
- c. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

### **41. ARBITRATION**

- a. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole

## GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

Arbitrator to be appointed as hereinafter provided.

- b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as Corporation or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the Corporation, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- d. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- g. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lump sum fees of the Arbitrator shall be ` 40,000/- per case for transportation contracts and ` 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid `10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
- i. Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- j. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Visakhapatnam for all purposes. The Arbitration shall be held at Visakhapatnam and conducted in English language.
- k. The Appointing Authority is the Director – Refineries of Hindustan Petroleum Corporation Limited.

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### 42. JURISDICTION

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

### CLAUSE

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
  - b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/information:
    - i. Name of the Bidder
    - ii. Address of the Bidder
    - iii. Validity of the Registration
    - iv. Items for which the Bidder is registered
    - v. Monetary Limitand acknowledged copy of Entrepreneurs Memorandum Part II
  - c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
  - d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
  - e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.
- 1.0 **Preference to MSEs**
- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:
    - i. Issue of Tender Documents to MSEs free of cost.
    - ii. Exemption to MSEs from payment of EMD.
    - iii. Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
  - b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
  - c. MSE bidder shall submit the following:
    - i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District

## GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

### 43. **VALIDITY OF OFFER:**

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

### 44. **INTEGRITY PACT:**

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

### 45. **ORDER OF PRECEDENCE**

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

### 46. **GENERAL:**

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites:

(AO details for International Taxation are also available online).

- i. <http://tin.tin.nsdl.com/pan/index.html/>
- ii. <http://incometaxindia.gov.in/>
- iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
- iv. <http://www.utitsl.co.in/>
- c. **GRIEVANCE REDRESSAL:** There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

**Tender No. : 16000122-HD-10155**



Tender Published On : 04-Jan-2017 16:28

Formats				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Formats	Formats.pdf	-	No

## PREBID QUERIES FORMAT

[illegible]

**ANNEXURE - 9  
(SPECIMEN)****9. BANK GUARANTEE FOR ADVANCES**

(on non-judicial stamp paper of appropriate value)

To,  
Hindustan Petroleum Corporation Ltd.,

(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 - 400 020 (hereinafter called "the Corporation" which expression shall include its successors in business and assigns) having placed an order on Messrs \_\_\_\_\_ 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 its successors and assigns) vide Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the Order" which expression shall include any amendments/alterations thereto as issued by "the Corporation") for the supply of goods/to the execution of Service for "the Corporation" and having agreed to pay the supplier as and by way of advance upto a sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_ % of the value of the order in terms of "the Order" on production of an acceptable Bank Guarantee for an amount of \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

1. We, \_\_\_\_\_ Bank having office at \_\_\_\_\_ (hereafter referred to as "the Bank") do at the request and on behalf of "the Supplier's" hereby agree to pay "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 or would be caused to or suffered by "the Corporation" by reason of 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 committed breach of any of the terms and conditions of "the Order" and the extent of loss, damage, cost charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the 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 amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court tribunal or arbitrator relating thereto, our liability under

this guarantee being absolute and unconditional. (We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and continue to have full effect so long as the said amount remains unadjusted, provided, however, the value of the guarantee shall progressively reduce upon any adjustments being made by "the Corporation" against the said advance and "the Corporation" rights shall extend only to the value of the unadjusted amount.

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 or from 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 Supplier" or by any such matter or things whatsoever which under the law relating to sureties would be for this provisions have the effect of relieving us.
5. Notwithstanding anything contained herein above :
  - i. Our liability under this guarantee shall not exceed ` .....
  - ii. This Bank Guarantee shall be valid upto and including .....; and
  - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee
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" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
8. We, \_\_\_\_\_ Bank has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

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

\_\_\_\_\_  
(FOR \_\_\_\_\_ BANK)  
(by its constituted attorney)  
(signature of a person authorized  
to sign on behalf of "the Bank")

**ANNEXURE - 12  
(SPECIMEN)****12. BANK GUARANTEE IN LIEU OF EARNEST MONEY****(On Non-Judicial stamp paper of appropriate value)**

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

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

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

2. We, ..... Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
3. We, ..... Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, ..... Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` ..... (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before ..... all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
7. We, ..... Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

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

For ..... Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")

(SPECIMEN)

BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER /  
CONTRACTOR

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,  
(Address as applicable)

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

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

notice of demand made by "the Corporation" to the Bank with  
reference to this Guarantee upto and aggregate limit of  
₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) and "the  
Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of \_\_\_\_\_
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Supplier's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court)

or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

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

7. Notwithstanding anything contained herein above :

i) Our liability under this guarantee shall not exceed ₹...

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

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

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

IN WITNESS Where of \_\_\_\_\_ Bank, has executed this document at \_\_\_\_\_ on \_\_\_\_\_ 199 .

\_\_\_\_\_ Bank  
(by its constituted  
attorney) (signature of a  
person authorized to sign  
on behalf of "the Bank")

Tender No. : 16000122-HD-10155



Tender Published On : 04-Jan-2017 16:28

Tips for bids submission				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Tips for bids submission	Tips for successful bid submission.pdf	-	No

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

*Thank you,* for your interest in bidding for HPCL tender in the E-procurement platform. It is designed to ensure security and confidentiality of bids till bid opening and provide transparency after bid opening.

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

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

### Tip 1:

#### ❖ Ensure to keep System ready in advance

For 1<sup>st</sup> time users, ensure the below points are taken care

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

### Tip 2:

#### ❖ Internet Explorer browser 7 or above – Compatibility mode

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

### Tip 3:

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

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

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

#### Tip 4:

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

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

#### Tip 5:

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

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

#### Tip 6:

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

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

#### Tip 7:

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

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

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

**Tip 8:**

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

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

**Tip 9:**

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

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

**Tip 10:**

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

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

**Tip 11:**

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

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

**Tip 12:**

❖ **Generate password in advance for Reverse auction event.**

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

**Tip 13:**

❖ **HPCL E-Procurement Helpline No: 022 41146666**

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

**Supplementary Section on Bid Submission**

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

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

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

**Bid generation and submission**

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

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

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

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

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

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

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

## Bid generation and Submission

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

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

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

**Tender No. : 16000122-HD-10155**



Tender Published On : 04-Jan-2017 16:28

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

Integrity Pact is attached separately.

Tender No. : 16000122-HD-10155



Tender Published On : 04-Jan-2017 16:28

Integrity Pact with HPCL				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact with HPCL	Integrity Pact with HPCL.pdf	-	No
2	Confirm acceptance to the Integrity Pact with HPCL		-	Allowed

**INTEGRITY PACT TO TENDER 16000122-HD-10155/KPK**  
**METAL DEACTIVATION UNIT**



**AGREEMENT**  
**(Under Integrity Pact)**

**No.**

**Dated**

**To,**  
**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**Sub: Purchase of Bidding Documents**  
**Ref.: Tender Enquiry No. 16000122-HD-10155/KPK**

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 90 Days from the last date for the receipt of tender stated in the NIT and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

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

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

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

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

Yours faithfully,  
faithfully

Yours

(BIDDER)

(PURCHASER)

**INTEGRITY PACT TO TENDER 16000122-HD-10155/KPK**  
**METAL DEACTIVATION UNIT**



**INTEGRITY PACT**

**Between**

Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as “The Principal”,  
and  
..... hereinafter referred to as “The Bidder/ Contractor”

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal 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 Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder / Contractor**

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

# INTEGRITY PACT TO TENDER 16000122-HD-10155/KPK

## METAL DEACTIVATION UNIT



prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- The Bidder / Contractor will not commit any offense under the relevant Anticorruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

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- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 – External Independent Monitor / Monitors**

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact.

# **The Principal has nominated Smt. RANJANA KUMAR & Shri D. CHATTERJEE [C/o HINDUSTAN PETROLEUM CORPORATION LIMITED, Petroleum House, 17, Jamshedji Tata Road, Mumbai - 400 020] as Two External Independent Monitors for the purpose of administration of this Pact:**

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10 – Other provisions**

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- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For the Purchaser

Date:

Place:

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For the Bidder/Contractor

Witness 1:

Witness 2:

\* \* \* \* \*

Tender No. : 16000122-HD-10155



Tender Published On : 04-Jan-2017 16:28

List of Deviations if any				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	List of Deviations if any		-	Allowed