

Tender No. : 16000013-HD-12620



Corrigendum Published On : 27-Jan-2017
12:56

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender:		
Title	HOT REPAIR OF CYLINDERS	
Description	CARRING OUT HOT REPAIR OF LPG CYLINDERS AT VISAKHA LPG TERMINAL	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	15-Feb-2017 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	24-Jan-2017 15:00	
Queries End Date & Time	11-Feb-2017 16:00	
Un Priced Bid Open Date & Time	16-Feb-2017 15:00	
Purchase Deptt.	PURCHASE DEPTT- SOUTH CENTRAL LPG ZONE	
TF/EMD Drop Box Address	EMD to be submitted at the address of Senior Procurement Manager as given in instruction to bidders	
Corrigenda Synopsis	this corrigenda is being issued for tender no 16000013-HD-12620 dated 24.01.2017 for clarification to bidders(attached separately).	
Tender Description	This tender is floated for carrying out hot repair of LPG cylinders at visakha LPG terminal	
Notice Inviting Tender	tender advertisement is attached.	
Currency Type	Tender Fee	EMD
INR	0.0	1000000.0

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.

The section headings which are struck off in the corrigendum tender indicate that, the section (which was part of the original tender) is no longer a part of this tender and the content of the section may be ignored, while submitting bids for this tender.

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.



Line Details Of Tender				
Srl. No.	Line Description	UOM	Quantity	Mandatory
Carring out hot repair of LPG cylinders			Manadatory: Yes	
1	14.2 Kg Visual Insp. at Plant	Each	130000	Yes
DESCRIPTION => 14.2 Kg Visual Inspection at Visakh Plant premises: The repairer will depute his authorised experienced representative at the concerned filling plant for initial segregation of cylinders for hot repairs as per IS 13258:2014 and its latest revisions,. This involves segregation of cylinders as repairable or not repairable, noting down details like serial number of Cylinders, Manufacturer's name, Year of Manufacturing etc., of Genuine HR Cylinders in a standard format and cylinders segregated as rejected in Visual Inspection. The cost of Item shall include all expenses towards stationery, Labour, Cylinder Handling and Loading charges in a vertical stacking in Truck and stacking of rejected cylinders at the Plant. LPG Plant shall take final decision of the Cylinders which require Hot Repairs. However separate lists for the cylinders taken for hot repair and for rejected cylinders have to be provided by the repairer in the specified format duly signed and stamped.Payment shall be for all the cylinders taken for hot repair and rejected during visual inspections at Plant.				
2	Hot repair 14.2 cyl	Each	110000	Yes
DESCRIPTION => Hot Repair of cylinders as per IS 13258:2014 and its latest revisions. Detail technical and commercial terms and conditions are enclosed here with. Job includes loading/unloading and to and fro transportation charges between plant & Repairers' unit. Rates are excluding Cost of New VP Rings with Stay Plates and Foot Rings which will be paid separately. This includes visual inspection and segregation of cylinders at Visakh Plant also as per item 1 above and no separate charges shall be paid for these cylinders. All efforts should be made that all visually not fit for hot repair cylinders are rejected at the Plant premises only.				
3	14.2 Kg Rej at other stage	Each	25000	Yes
DESCRIPTION => Rejection at any Other Stage at repairers premises: This involves Rejection of Cylinders at any other stage during the process of hot repair i.e. after visual inspection, as per IS 13258:2014 and its latest revisions. Job includes two way transportation of cylinders from plant to repairers' premises and back to the plant. The Repairer shall return the cut VP Ring, Stay Plate & Foot Rings along with cylinders rejected at any other stage at REPAIRER's premises.				
4	VP foot ring stay plate	Each	110000	Yes
DESCRIPTION => VP, Foot Ring Stay Plates: Cost of new VP Ring with Stay Plates and new Foot Ring for LPG Cylinders as per latest design approved by HPCL. Modifications are any during the validity of tender shall be implemented by the repairer without any additional cost. The rate should be quoted after taking into consideration the value of scrap generated out of old VP Ring with Stay Plates and the old Foot Rings which are to be retained and disposed off by the repairer (only for the cylinders which are duly repaired as per procedure) in unusable condition. The liability for payment of all types of taxes & levies etc if any shall be on the successful tenderer only and will not be reimbursed by the corporation.				
5	19 Kg Visual Insp. at Plant	Each	4000	Yes
DESCRIPTION => 19 Kg Visual Inspection at Visakh Plant premises: The repairer will depute his authorised experienced representative at the concerned filling plant for initial segregation of cylinders for hot repairs as per IS 13258:2014 and its latest revisions,. This involves segregation of cylinders as repairable or not repairable, noting down details like serial number of Cylinders, Manufacturer's name, Year of Manufacturing etc., of Genuine HR Cylinders in a standard format and cylinders segregated as rejected in Visual Inspection. The cost of Item shall include all expenses towards stationery, Labour, Cylinder Handling and Loading charges in a vertical stacking in Truck and stacking of rejected cylinders at the Plant. LPG Plant shall take final decision of the Cylinders which require Hot Repairs. However separate lists for the cylinders taken for hot repair and for rejected cylinders have to be provided by the repairer in the specified format duly signed and stamped.Payment shall be for all the cylinders taken for hot repair and rejected during visual inspections at Plant.				
6	Hot repair 19 cyl	Each	3000	Yes
DESCRIPTION => Hot Repair of cylinders as per IS 13258:2014 and its latest revisions. Detail technical and commercial terms and conditions are enclosed here with. Job includes loading/unloading and to and fro transportation charges between plant & Repairers' unit. Rates are excluding Cost of New VP Rings with Stay Plates and Foot Rings which will be paid separately. This includes visual inspection and segregation of cylinders at Visakh Plant also as per item 1 above and no separate charges shall be paid for these cylinders. All efforts should be made that all visually not fit for hot repair cylinders are rejected at the Plant premises only.				
7	19 Kg Rej at other stage	Each	1000	Yes
DESCRIPTION => Rejection at any Other Stage at repairers premises: This involves Rejection of Cylinders at any other stage during the process of hot repair i.e. after visual inspection, as per IS 13258:2014 and its latest revisions. Job includes two way transportation of cylinders from plant to repairers' premises and back to the plant. The Repairer shall return the cut VP Ring, Stay Plate & Foot Rings along with cylinders rejected at any other stage at REPAIRER's premises.				
8	VP foot ring stay plate	Each	3000	Yes
DESCRIPTION => VP, Foot Ring Stay Plates: Cost of new VP Ring with Stay Plates and new Foot Ring for LPG Cylinders as per latest design approved by HPCL. Modifications are any during the validity of tender shall be implemented by the repairer without any additional cost. The rate should be quoted after taking into consideration the value of scrap generated out of old VP Ring with Stay Plates and the old Foot Rings which are to be retained and disposed off by the repairer (only for the cylinders which are duly repaired as per procedure) in unusable condition. The liability for payment of all types of taxes & levies etc if any shall be on the successful tenderer only and will not be reimbursed by the corporation.				



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



**TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG
LPG CYLINDERS AT VISAKHA LPG TERMINAL**

HINDUSTAN PETROLEUM CORPORATION LIMITED

**SOUTH CENTRAL LPG ZONE
VISHAKHAPATNAM.**

TENDER DOCUMENT

FOR

HOT REPAIR OF LPG CYLINDERS

AT

VISAKHA LPG TERMINAL

TENDER No: 16000013-HD-12620 DATED 19/01/2017



TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS AT VISAKHA LPG TERMINAL

TENDER NOTICE

Electronic, digitally signed & sealed (encrypted) e-tenders are invited under Two Bid systems from eligible Indian Bidders for the following work as per details given below:

JOB: CARRING OUT HOT HOT REPAIR OF LPG CYLINDERS AT VISAKHA LPG TERMINAL

1. This tender is issued as Two Part Bids for **Carrying out hot repair of LPG Cylinders, at** Visakha LPG Terminal as per IS code 13258:2014 with latest amendment and all other Terms, Conditions and Specifications mentioned in the tender document.

2. Bidders are requested to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender only through the internet through the website <http://etender.hpcl.co.in>. The Tenderer's shall be quoting from their own offices / place of their choice by **login on to the site <http://etender.hpcl.co.in>. Tenderers shall submit the un-priced and priced bid in e-procurement site <http://etender.hpcl.co.in> (i.e.) in electronic form only.** Internet connectivity shall have to be ensured by each tenderer themselves. HPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

3. Tender can also be viewed and downloaded from our website www.hindustanpetroleum.com

4. Your offer shall contain,

A). EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit (EMD) as mentioned in the tender documents has to be submitted without fail. Tenders without EMD shall be rejected unless tenderer is exempted from submission of EMD. The Earnest Money Deposit (Original DD/Pay order or original Bank Guarantee) will be submitted before due date and time to the Office address as mentioned in this tender. Please write the Tender No. and due date on envelope. "HPCL is not responsible for delay due to any reason including postal delays in receipt of EMD. Late / delayed EMD should not be considered.

Bidders shall submit an Earnest Money Deposit of an amount mentioned in the E-tender by crossed account payee Demand Draft drawn on any Indian Nationalized / Scheduled banks other than Co-operative banks and drawn in favour of "HINDUSTAN PETROLEUM CORPORATION LIMITED" payable at VISAKHAPATNAM. EMD can also be submitted by Bank Guarantee as per format enclosed with this tender, but the same should be issued by an Indian Nationalized / Scheduled Bank (other than Co-operative banks). The Bank Guarantee shall be valid for a period of 180 days from the date of opening of the Unpriced Bid and BG will be accepted for EMD above 50,000. **Or EMD amount can also be submitted through online (guidelines for submitting EMD amount through online is enclosed separately).**

Cheques, cash, Money Orders, Fixed deposit Receipts, towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/ Pending Dues / Bills / security Deposits of other contract setc. will not be accepted towards EMD.

I). Exemption from Payment of EMD:

The following categories of tenderers are exempted from EMD:

a) Public Sector Enterprises.

b) Vendors registered as MSE such as National Small Scale Industries Corporation (NSIC), Small Scale Industries (SSI) etc., MSE should be Registered Service Provider under MSE for availing Exception from EMD.

For this purpose, in the event the tendering Company being a Public Sector Enterprise, a declaration to that effect and in the case of vendors registered as MSE a copy of the valid Registration Certificate or acknowledgement as the case may be should be sent.

II). Hard copy of EMD:

The requisite EMD in the form of Demand Draft or Certificate for exemption (if applicable) / Copy of NSIC certificate for exemption for payment of EMD should be sent in a sealed envelope super-scribed with the **tender No & due date** to reach the office of the undersigned at the below address on or before the above due date.



TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS AT VISAKHA LPG TERMINAL

Senior Procurement Manager
Hindustan Petroleum Corporation Limited
South Central LPG Zone
6 th Floor, Varun Towers
Siripuram Junction, Kastuba Marg
VISAKHAPATNAM - 530003

TENDER/S RECEIVED WITHOUT THE EMD OR COPY OF MSE CERTIFICATE FOR EXEMPTION FOR PAYMENT OF EMD WILL SUMMERILY BE REJECTED.

B).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 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.

C). UNPRICED BID:

a). Tender document consisting of Tender notice, Instruction to Bidder, Special Terms & Conditions, Terms & Conditions and Technical Specifications, Special Instructions, digitally signed (encrypted)

b). Copies of Registration Certificate under NSIC, SSI, DGTD, Central Excise and Central & State Sales Tax.

c). e-mandate Data Sheet, Bidder Information Data Sheet, Agreed Terms & Conditions and Commercial questioner, Deviation if any on bidder letter head duly filled in and digitally signed (encrypted)

d). Declaration on Vendor's Letter Head.

e). Permanent Income Tax Account No., along with a copy of PAN as it is a statutory requirement. Please note that Income Tax will be deducted at source as per rules at prevailing rate unless certificates, if any, for deduction at lesser rate or nil deduction is submitted from appropriate authority.

Items indicated in „a“ to „e“ above shall form part of the **UNPRICED BID, and all the above required documents should be submitted (Uploaded at appropriate place in the Bidders Common Forms) electronically and digitally signed (encrypted) on or before due date on e-procurement site along with price bid Electronically and digitally**



TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS AT VISAKHA LPG TERMINAL

signed (encrypted). In addition to above, Bidders can upload any additional documents if any in the Bidders Common Forms named as OTHER.

In case vendor fails to enclose the above documents along with their un-priced bid, their bid shall be rejected.

IMPORTANT NOTE:

Xerox copy of DD or Copy of the NSIC Registration Certificate towards EMD should be scanned and uploaded along with the Credential Bid of the tender. If the same is not submitted in the Credential Bid, then the offer will be rejected.

D). PRICE BID:

The prices for this subject tender are to be offered in the PRICE- BID provided in our e-tender site (<http://etender.hpcl.co.in>).

Rates quoted should be inclusive of all materials, labour costs and Transportation cost. Applicable Excise Duty, Service Tax, VAT/Sales Tax, Cess, and Work Contract Tax (WCT) etc. if any to be specified in the Price Bid where ever applicable. Tenderers are requested Not to put clauses like "Taxes & Duties extra at actual" Octroi extra as applicable, freight to pay basis etc., in the format for Price Bids. Since this is an in-house testing job where no transportation activity is involved, tenderer are requested not to quote any rate as Freight and Service Tax on freight in techno commercial. Lump sum rates for two or more items shall not be entertained. You are requested to follow formats for Schedule of Rates strictly else your Tender will be rejected.

5. COMMERCIAL & TECHNICAL REQUIREMENTS.

- a). All the enclosed Tender documents along with the covering letter and Bid forms will form part of the tender.
- b). Tenderers are requested to carefully study all the documents/Attachments/Annexures and understand the conditions, specifications, and drawings etc., before quoting their rates. In case of doubt, written clarification should be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms & conditions and our specifications.
- c). If there is any contradiction between various sections of the tender booklet, the Schedule of Rates/Quantities shall prevail over the Special Terms & Conditions, which shall prevail over the General Terms & Conditions.
- d). It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- e). Tenderers shall submit their offers without any deviations or counter conditions. Offers received with deviations / counter conditions / unsolicited offers are liable to be rejected and no further correspondences / inquiries on this issue by the tenderer will be entertained.
- f). Deviations if any shall be highlighted on a separate sheet on the Tenderer's letter head AND scan copy of the deviations letter shall be uploaded against template of details of technical deviation from bidder. HPCL at its sole discretion may accept such deviations or may advise the party to withdraw them or reject the offer. It is advised that the tenderer, in his own interest, conform to HPCL specifications, terms & conditions in totality, in order to ensure acceptance of the party's bid.
- g). No deviations, other than those mentioned in tenderer letter head shall be taken cognizance of and shall be ignored. Such offers, if not rejected, shall be evaluated as if there is/are no deviation(s).
- h). Tenderer's digital signature on the documents (Electronic, digitally signed & encrypted) is considered as total acceptance of the terms & conditions and hence "acceptance" need not be mentioned on each page of the offer.
- i). The Corporation reserves the right to allow the purchase preference, as admissible to Central Govt. Public Enterprises and SSI units, as per the directive of Ministry of Industries.
- j). The contract is as per the Validity of Purchase Order mentioned in the Terms & Conditions.
- k). The rates quoted shall not have any quantity restrictions. Offers received with deviations / subjective or counter conditions / quantity restrictions shall be liable to be rejected and no further correspondence / enquiries on this issue by the tenderer shall be entertained.

BIDDERS ARE REQUESTED TO NOTE THE FOLLOWING: For any technical queries related to operation of the E-Procurement portal please send mail to eprochelpdesk@mail.hpcl.co.in OR please call at **022-24192601/65157269**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays and Sundays).



TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS AT VISAKHA LPG TERMINAL

6. ACCEPTANCE OF THE OFFER BY THE CORPORATION:

- a). HPCL is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers and / or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation. Corporation also reserves right to reject any Un-workable offer.
- b). Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.
- c). Tenders received after the stipulated due date time not be accepted due to any reason whatsoever.
- d). Tender may be cancelled partly or fully at the sole discretion of the Corporation.
- e). Notwithstanding anything contained elsewhere in this tender, in the event the Corporation receives the same rate from 2 or more bidders, the Corporation reserves the right to believe that these bidders have formed a cartel, and the rate quoted as cartel rate and may accept or reject or not reckon such rates / offered quantities / Plants participated / ranking etc., of such offers. In such cases, the Corporation also reserves the right to follow the negotiation process with such bidders if deemed fit and amend the order distribution criteria / ratio best suited to the interest of the Corporation.
7. On finalization of contract the Rates shall remain FIRM throughout the period of contract and NO ESCALATION shall be entertained.
8. Bids submitted after the due date & time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence / enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation for documents received late due to postal delay and no claims on this account shall be entertained.
9. Please note that your offer should be valid for a period of **90 days** from the due date of opening of the tender. In case of successful tenderers, the finalized rate shall remain valid till conclusion of the contract in all respects.
10. Courts in the city of **Vishakhapatnam** shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
11. In case of withdrawal of offer after opening of price Bid or any other breach of tender terms and conditions at any stage during the validity period of offer / contract, Corporation reserves the right to take action as deemed fit which may be inclusive of putting the tenderer under suspension / holiday.

Thanking you,
Yours faithfully,

Senior Procurement Manager
CPO, South Central Zone - Vizag



TENDER DOCUMENT FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS AT VISAKHA LPG TERMINAL

IMPORTANT INSTRUCTIONS TO BIDDER

It is Important for the Vendor to get Registered with HPCL through online Vendor registration Portal. This is a onetime process and provides valid throughput for HPCL. Kindly log on to URL: <https://vendor.hpcl.co.in> and get registered.

For any further clarification/queries and doubt please contact as below:

Contact Person: Rajshree R Dalal

Email-Id: rrdalal@hpcl.in

Phone: [022-22637017/2542280](tel:022-22637017/2542280)

Mobile: [09920555284](tel:09920555284).

If you are already registered as stated above, please upload the scanned copies of registration letters issued by HPCL while participating in the said tender at appropriate place in bidder form and in addition also send one copy of letter for our record and onward tendering process. If you are not registered as vendor with HPCL as above, we would suggest you to apply for online vendor registration immediately and upload an undertaking/declaration quoting your payment details and application number of online vendor registration.



Carring out hot repair of LPG cylinders				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Agreed terms and conditions	Agreed Terms and Conditions-HR Tender.pdf		No
2	BG draft against security deposit	BG Draft agaisnt Security Deposit.pdf		No
3	BG format for EMD	BG format for EMD.pdf		No
4	E-mandate-vendors	E-Mandate-Vendors.pdf		No
5	General terms and conditions for hot repair	GTC FOR HOT REPAIR JOB.pdf		No
6	Integrity Pact	Integrity Pact1.pdf		No
7	Bidder information data	Bidder Information Data.pdf		No
8	Drawings of LPG cylinders	Drawings of Cylinders.pdf		No
9	Declaration on letter head	DECLARATION.pdf		No
10	Vendors undertaking	Vendors Undertaking.pdf		No
11	Declaration form cnfirmin that your are not banned	Declaration not banned.pdf		No
12	Declaration to be given by NSIC party on leter head	Declaration to be given by NSIC Party.pdf		No
13	Special terms and conditions	SPECIAL TERMS AND CONDITIONS FOR HR.pdf		No
14	Declaration of service tax	Declaration of Service Tax.pdf		No
15	Please upload filled and signed Agreed Terms and Conditions		Upload	Mandatory
16	Please upload filled Bidder Information Data		Upload	Mandatory
17	Please upload E Mandate Form		Upload	Mandatory
18	Please upload Integrity Pact duly filled in and signed		Upload	Mandatory
19	Declaration & Undertaking on Letterhead duly signed			Allowed
20	Please Upload Declaration form confirming that you are not banned and put on holiday or delisted by any government or quasi Government agencies or PSUs		Upload	Mandatory
21	Please upload NSIC Certificate if applicable			Allowed
22	Please Upload Declaration of Service Tax		Upload	Mandatory
23	Copy of PF Registration			Allowed
24	Copy of ESIC Registration			Allowed
25	Copy of Service Tax Regiattration			Allowed
26	Copy of VAT Registration			Allowed
27	Copy of PAN card			Allowed
28	VENDOR MANUAL FOR ONLINE PAYMENT TIPS	VENDOR MANUAL FOR ONLINE TENDER FEE AND EMD .pdf		No
29	Copy of Tender advertisment	tender advertisment.pdf		No
30	corrigenda for hot repair jobs	corrigenda for hot repair jobs.pdf		No

Sr. No.	Description/ Purchaser requirement	Bidders To provide details
1	Confirm that you have gone thru the whole Tender document and understood each and every condition as given in the Tender Documents.	
2	Please also confirm that you shall be able to complete the subject job strictly confirming to terms & conditions of the tender, in case a purchase order is placed on you.	
3	Offers not in conformity with this "Agreed Terms and Conditions" are liable for rejection without recourse to the Bidder.	
4	Provide latest approved PESO License/ certificate details for carrying out Hot Repair of 14.2 and 19 kg capacity Cylinders with validity date. (Upload a copy of certificate in respective section)	
5	Provide latest BIS approval details for carrying out the hot repair of 14.2 and 19 kg capacity cylinders with validity date. (Upload a copy of certificate in respective section)	
6	Provide the capacity of your unit for carrying out hot repair of 14.2 & 19 kg Cylinders per month (in nos).	
7 a)	Capacity utilised as on date for previous orders from OMCs and private companies (in no of cyls/ month)	
7b)	Capacity offered/ quantity committed for this Tenders in no of cyls/ month If minimum quantity commitment by bidders is not given in the bid, the bid will be rejected. Bidder to specify clearly the quantity which he will carry against this tender. Minimum Commitment mean that Bidder will carry out the hot repair of cylinders every month quantity not less than the accepted minimum quantity	
8	TECHNICAL: a. Acceptance to technical specification, scope of work, Terms & Conditions and Special Terms & Conditions as specified in bid document. b. In case of deviation, confirm that the same has been highlighted separately in bidders letter head	
9	VALIDITY OF OFFER: Confirm that offer is valid for 180 days from due date/extended due dates of tender	
10	FIRM PRICES: Confirm that the price shall be firm till completion of work in all respects.	
11	PAYMENT TERMS: Confirm acceptance to HPCL payment terms in Toto as per Terms & Condition of contract.	
12	EMD: a) Confirm that Bid Security /Earnest Money as per stipulations been furnished along with unpriced bid. b)PSU/MSME/NSIC: If you are a Govt. of India/ Any	

	State Govt. Undertaking/MSME/NSIC, please upload registration copy of the same	
13	TAXES AND DUTIES: The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, cess, levies, and statutory payments payable under all or any of the statutes etc. now or hereafter imposed, increased from time to time in respect of works and materials.	
14	VALIDITY OF PURCHASE ORDER: The contract shall be valid for a period of 24 Months from the date of PO/LOI.	
15	DELAYED DELIVERY/ PENALTY FOR NOT MEETING MINIMUM QUANTITY COMMITMENT: Confirm your acceptance for delayed delivery clause as per the attached terms and conditions.	
16	SECURITY DEPOSIT: Confirm that Security Deposit Bank Guarantee will be furnished as per attached terms and conditions.	
17	ARBITRATION: Confirm acceptance of arbitration clause.	
18	Kindly digitally sign and encrypt all pages of the tender. Deviations if any shall be highlighted on a separate sheet on the tenderers letter head and scan copy of the deviations letter shall be uploaded against template of details of technical deviation from bidder.	
19	Confirm that Prices have been filled as per Schedule of Prices format included in the bid document & submitted accordingly.	
20	Confirm that there are NO counter terms and conditions in the Price-Part or any other portion of the tender and in case any such terms and conditions are mentioned, the same shall be treated as null & void.	
21	Confirm that you have submitted all Data sheets duly filled in Unprice part	
22	Confirm that you are not banned by HPCL or any other P.S.U. from participating in tenders.	
23	SERVICE TAX AND CESS TO BE QUOTED SEPARATELY AS PER THE EXISTING GOVERNEMENT GUIDELINES AND CLEARLY SPECIFYING THE RATIO TO BE DISCHARGED BY THE VENDOR AND THE HPCL	
24	E-Mandate is must and the successful Bidder has to submit the required documents at the concerned Plant or Regional Office if you are not already registered.	

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on 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 executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed :

- a) not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order.
 - b) that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept Bank Guarantee for the security deposit.
1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding Rs.....(Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".
 2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.
 3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
 4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order" or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Supplier" and "the Corporation" Bank Guarantee for security deposit is Valid upto a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. _____ dated _____.
6. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed Rs.
 - 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.*
7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

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

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

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 Rs..... (Rupees only).

1. 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 Rs..... (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 Rs. (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
7. We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

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

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

E-Payment Mandate
ON LETTER HEAD

To,
Hindustan Petroleum Corporation Limited,
South Central LPG Zopne, 6th Floor, Varun Tower,
Kasturba Marg, Siripuram Junction,
Visakhapatnam-530003 (AP)

Dear Sirs,

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

A. Supplier / Contractor Details

1. Supplier / Contractor Name
2. Supplier / Contractor Code
3. Address
(Including Pin Code)
4. Controlling Office Name/SBU : LPG/Retail/Direct Sales / Aviation
5. P. A N. No. - .
6. E-mail ID
7. Contact Telephone Number

B. Particulars of Bank Account

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

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

Name (in Capitals) of supplier / contractor :

Authorised Signatory:

Date :

Official Rubber Stamp(Banker)

1. **Note: Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers.**
2. Please enclose cancelled / photocopy of a cheque.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

GENERAL TERMS AND CONDITION

Please study these tender documents very carefully.

1. PRICE BASIS/ INSTRUCTION FOR QUOTING RATES:

Please quote your lowest rate separately for each item in the Schedule of Rates / Price Bid only. Rates quoted shall be inclusive of all material/consumables and labour required for repair, testing & to-and-fro transportation.

a). Applicable taxes like Excise Duty, Service Tax, VAT/Sales Tax, Cess, Work Contract Tax (WCT) etc. if any should be specified separately and should be clearly mentioned in Percentage or Rupees Terms in the Price Bid where ever applicable, Failing which the Tender will be rejected.

b). Service tax and cess to be quoted separately as per the existing government guidelines and clearly specifying the ratio to be discharged by the vendor and the HPCL.

c). Tenderers are requested NOT to put clauses like "Taxes & Duties extra at actual", "Octroi extra as applicable", "freight to pay basis", etc., in the format for Price Bid and such offers are liable to be rejected.

d). please note that our LPG Plants are located in the State of Andhra Pradesh and if ITC against VAT paid is permissible, then offers showing the VAT separately will be evaluated backing out the VAT from the bidder's quotation. Bidders should confirm whether they can issue VAT-Invoices and mention their Registration Number under VAT Rules in AP.

e). for parties outside the State of Andhra Pradesh, HPCL will issue Form-C and hence such parties should quote applicable CST rate(s)/VAT.

f). Since the rates quoted are inclusive of two-way transportation, tenderers are requested not to quote any rate as Freight and Service Tax on freight (row no 9 & 10) in techno commercial.

g). Quoting lump sum rates for two or more items together shall not be entertained. You are requested to follow formats for Schedule of Rates / Price Bid strictly or else your Tender will be rejected.

h). Rates quoted for supply of new Valve Protection Ring (VPR) with three vertical Stays Plate, new Foot Ring (FR) for the cylinders should take into consideration the scrap value realization of old VPR/ FR and Stays Plates, which are to be disposed off by the party.

i). Rates quoted for Rejection – Other stage/Process Rejection should take into consideration the two way transportation of Cylinders from plant to Repairers premises and back to the plant and the cutting of VP with Stay Plates/Foot ring for these rejected cylinders. However contractor should return the cut VP with Stay Plate and Foot Ring of the rejected cylinder with cylinder body.

2. Job includes two-way transportation of Cylinders from plant to repairer's premises and back to plant.

3. The quantities are estimated only and may vary from time to time. HPCL does not guarantee any Minimum business at any point of time.

4. The rate quoted should also include the cost of consumables viz. welding electrodes, zinc wire for Metalizing, primer & paint (for cylinder and stenciling) & Teflon tape for valve fixing, etc.

5. On finalization of contract the Rates shall remain FIRM throughout the period of contract and no escalation shall be entertained.

6. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, cess, levies, and statutory payments payable under all or any of the statutes etc. now or hereafter Imposed, increased from time to time in respect of works and materials.

7. When the person signing the tender is not sole proprietor, the necessary Power of Attorney authorizing the person to act on behalf of the proprietor or Organization should be produced / attached with the tender in the Unpriced Bid.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

8. The tenderers should study the various tender conditions / documents etc. carefully before submitting their offers. If there are any doubts, they should get clarifications from **HPCL, Concerned LPG BOTTLING PLANT** in writing but this shall not be a justification for submission of late tenders or extension of due date of the tender.

9. The tender should be quoted in English, both in figures as well as in words.

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

11. **Entries and rates in the tender.** All rates should be both in figures and words. The total amount should be given both in figures and words in the tender form. In case of any difference, the rate expressed in words will be taken as authentic.

12. The tenderers should endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions. This will assist in proper evaluation of each offer. However, should there be any specific comments in respect of any clauses; the same may be highlighted in separate on tenderer letter head in the Un-priced Bid.

13. HPCL reserves its right to split the order to more than one Party.

14. HPCL reserves the right to reject offers not meeting its technical requirements and commercial conditions.

15. HPCL is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers and / or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation. **Corporation also reserves right to reject any Un-workable offer.**

16. HPCL reserves the right to cancel the whole tender and also will have the right to alter, add or delete any item/without assigning any reasons. Tender can also be cancelled partly or fully at the sole discretion of the Corporation. No claims for compensation will be entertained by HPCL.

17. The tenderers should note the site conditions before quoting. The site will be offered on **AS IS WHERE IS** for the execution of this job and it will be sole responsibility of the vendor to ensure that they abide by the various rules, regulations, bye-laws and other statutory requirements, etc. Imposed by the Government / semi-Government and / or other local authorities governing execution of this job.

18. VALIDITY OF CONTRACT/PURCHASE ORDER:

The contract shall be valid for a period of **24 months** from the date of LOI / Purchase Order or for the period till the order quantity is completed whichever is earlier.

19. REPEAT ORDER:

HPCL reserves the right to repeat the purchase order for one more extension for the same quantity with same rates, terms and conditions at its discretion. Parties should quote the rate accordingly.

19. COMMENCEMENT OF WORK:

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation regarding award of contract (LOI). The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated.

A letter of intent (LOI) is an acceptance of offer by the Owner and the contractor should acknowledge a receipt purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner.

20. PAYMENT TERMS:

Payment against partial bills shall be released on monthly basis **by E-payment by Hindustan Petroleum Corp Ltd., Visakh LPG Regional Officer/South Central Retail Zone-Finance**, within 15 days from the date of receipt of bills duly certified by **Visakha LPG Terminal** Officials at our Disbursement Section, **Visakh LPG Regional Office**. Only one bill per month will be accepted if the total invoice amount is less than Rs 10.00 lakhs per month. Necessary TDS at prevailing rates will be deducted at source and Sales Tax on Works will also be deducted if applicable. Party should submit their bills with copies of RGP/RTGP for taking cylinders inside the plant and outside the plant for a particular batch for ascertaining the number of days taken for doing hot repairing for that particular



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

batch. Also Party should clearly mention the excise duty, sales tax etc., for supply items and service tax etc., for remaining service items to enable HPCL for submitting to the respective Government Authorities.(i.e. party has to give necessary break up in the bills) Without which NO PAYMENT will be released and bill is treated as INCOMPLETE. Material received report will be prepared against each bill received against each consignment and payment will be released as stated above. Necessary TDS at prevailing rates will be deducted at source and Sale Tax on Works as per statute will be deducted wherever applicable.

21. SECURITY DEPOSIT:

Successful Tenderer should submit a Security Deposit by way of DD or Bank Guarantee from Nationalized Bank/ Scheduled Bank (other than Cooperative bank) for an amount of Rs 20, 00,000 approximately towards.

- a) Security Deposit of 1% of PO Value and
- b) Remaining portion towards holding the HPCL inventory @Rs.2300 per 14.2 kg and @Rs.2550 per 19 Kg cylinder and Valves @Rs.100 per piece., Within TWO weeks (15 days) from the date of receipt of the intimation regarding award of contract (LOI) or receipt of purchase order, whichever is earlier. The exact amount of security deposit will be intimated at the time of LOI.
- c) If Security Deposit is submitted in the form of Demand Draft then it should be drawn from any Nationalized Bank/Scheduled Bank (other than Cooperative bank) in favour of M/s HINDUSTAN PETROLEUM CORPORATION LTD payable at Visakh LPG Terminal.
- d) Please note that Security Deposit submitted by way of DD from Co-operative Banks or Scheduled Cooperative Banks shall not be accepted.
- e) Security Deposit will not bear any interest and will be refunded by e-payment only after satisfactory completion of the contract. For excess cylinders taken by the Party more than the SD, party should submit additional SD by way of BG for the value of cylinders taken by them from time to time and the BG should be valid throughout the period of Contract period.
- f) Additional security deposit to be provided for HPCL inventory held in excess of SD of Rs.2000000/- collected as intimated from time to time @Rs.2300 per 14.2 kg and @Rs.2800 per 19 Kg cylinder and Valves @Rs.200 per piece.

22. REFUND OF SECURITY DEPOSIT:

HPCL shall be entitled without being bound to do so, to adjust the whole or any portion of the Security Deposit towards the recovery of any amount due to HPCL from the tenderer. The Security Deposit or such portion thereof as has not been adjusted towards the recovery of amount due from the tenderer will be refunded within 3 (three) months of the satisfactory completion of the guarantee period. No interest will be paid on the amount of Security Deposit.

23. BIDDER REGISTERED AS MSE:

Bidder registered as MSE as per the order "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23-03-2012 of Ministry of Micro and Small Enterprises, Office of Development Commissioner (MSE) will get the preference in allotment of Quantity subject to being L-1 or accepting the Counter Offer. For this the Bidder has to clearly specify the details.

24. MOST IMPORTANT

The inventory of cylinders held by the party at any point of time should not exceed the number of cylinders corresponding in value to the security deposit submitted by them. Any loss, damage, other charges and expenses arising out of failure of the contractor in executing this contract may be recovered from contractor's running bills under this contract and/or running bills of any of his other contracts with the Corporation.

25. REPAIR QUANTITY/ DELIVERY SCHEDULE:

- a). The entire ordered quantity has to be delivered in 24 months from the date of placement of order.
- b). The successful tenderer have to deliver proportionate quantity of Hot Repaired Cylinders as described below every month and complete the ordered quantity (hot repaired and returned) within the validity period of the order. In case the ordered quantity is not exhausted or generation of HR Cylinders at Plant is less than the ordered quantity, the concerned Senior/Plant Manager, may extend the validity of the Purchase Order till the ordered quantity is



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

exhausted. In case the party fails to execute the order within the delivery period (if extended), the relevant delayed delivery clause will be invoked.

c). DELIVERY PERIOD:

The cylinders will have to be picked up within **7 days** from receipt of advice from the Plant and returned to the Corporation after carrying out repairs within a period of **21 days** from the date of handing over the Cylinders to the party at the Plant premises.

d). A minimum of 5400 cylinders per month is required to be repaired and delivered to Plant by the successful parties. There is no restriction on the maximum quantity deliverable and it depends on the repairable inventory available at Plant. The quantities mentioned in the tender are purely indicative and directional and the actual quantity may vary. The corporation does not guarantee for any minimum quantity and for such reasons the successful tenderer cannot claim any minimum order quantity and also any consequent loss in their business. The quantity may also be more than the monthly equal lots and in that case it will be mandatory to carry out the minimum monthly lot quantity as mentioned above every month. However we welcome carrying out more than the monthly lot quantity keeping the total quantity same.

Note: PO will be placed on multiple bidders in the ratio of 50:30:20 or 60:40 basis the minimum quantity committed by each bidder. All the bidders are required to mandatorily quote the minimum quantity which will be carried out against this tender along with the details like capacity of the unit, existing commitment to all the companies put together. Basis minimum repair quantity, the PO value at the time of placement would change and accordingly the Security deposit as detailed earlier will be intimated at the time of placement of PO.

Important Note:

Contractor should submit his bill along with copy of Returnable gate pass/ Invoice/ TOA issued to him for taking cylinders to his work place and Copy of Receiving gate pass for taking the cylinders inside the plant as a proof for the no of days taken by the contractor for doing that particular lot of cylinders. In case of non-submission of the same HPCL decision will be the final for arriving the number of days taken by the contractor for completing the job.

e) PENALTY FOR SHORT DELIVERY AGAINST SCHEDULE & DELAYED DELIVERY (LIQUIDATED DAMAGES):

Completing of the Hot Repairing of the total quantity of Cylinders in the stipulated time frame is the essence of this purchase order. Subject to availability of repairable cylinders the Contractor should carry out hot repair of minimum committed quantity per month as indicated in tender by the party failing which Penalty will be levied. All the cylinders should be delivered within 21 days from the date of handing over the Cylinders to the party at the Plant premises else Liquidated Damages (LD) clause will be applicable @ 0.5% per week's delay or part thereof subject to a maximum of 5% on invoice value. Hence contractor has to satisfy both the conditions viz, minimum quantity and within 21 days delivery period. The monthly quantities will not be carried forward from month to month. As stated above, for each consignment of one truck load the completion period starts from the date of taking the Cylinders from HPCL premises and ends after delivery back at HPCL premises after necessary repairs.

For example:

Say, the party has to repair Minimum 2500 Cylinders/ month and to be delivered in 30 days. In case the Party repairs only 1400 Cyls/month and delivered in 51 days the penalty @ be 5% on the cost of the hot repair of the remaining 1100 Cylinders, which will be debited from the bills submitted by the party. In addition to this a Liquidated Damages (LD) will be applicable @ 0.5% * 3 or part thereof subject to a maximum of 5% on invoice value will also be deducted. However LD will not be applicable if the Plant is unable to provide the required no of Cylinders and hence the party is not holding that much quantity at that time or the remaining PO quantity is short of this quantity. HPCL shall be the sole judge to determine whether reasons put forth by the repairer/contractor for delay are acceptable.

Please note that this Clause supersedes the other Clause of DELAYED DELIVERY/ LIQUIDATED DAMAGES contained in the General Terms & Conditions.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

26. PENALTY FOR VIOLATING THE DELIVERY SCHEDULE:

In case the Party repairs less than the above minimum quantity cylinders of order quantity per month the penalty on the cost of the hot repair of the remaining short quantity, which will be debited from the bills submitted by the party.

27. SPECIFICATIONS:

I) The hot repair of LPG Cylinders should be carried out as per scheme for reconditioning and testing of old Cylinders for revalidation according to IS 13258:2014 and/or to any latest BIS standards applicable from time to time. The repairer should hold valid approvals from Chief Controller of PESO /Bureau of Indian Standards for carrying out Hot Repairs of Cylinders as required under statutory regulations.

II) The repair procedure should be in accordance with PESO's Regulations and the premises should be duly approved by PESO for the purpose. After completion of repair work, test certificate in respect of each Cylinder, separately, in consolidated form will be issued by the BIS Representative.

III) After repairs the cylinders are to be fitted with self-closing valves. Only PTFE Teflon tape shall be used as jointing compound. The required quantity of Valves fitted with safety caps, complete with spring and nylon cord will be supplied by HPCL free of cost.

IV) All the safety caps should be fastened to the valve of the cylinder so that the caps are not hanging beyond the top curvature of the cylinder to avoid cap breakages during the cylinder transportation on chain conveyors.

28. LOADING / UNLOADING / HANDLING OF CYLINDERS:

a. The Corporation shall deliver the LPG Cylinders to the party at the loading/storage point. Loading/unloading of cylinders onto/from the truck at the Bottling plant and at destinations shall be the responsibility of the party.

b. Loading/unloading of cylinders into and from the trucks shall be done at any place within the plant premises as nominated by the Corporation's Bottling plant In-charge.

c. The loading/unloading of cylinders and stacking thereof inside the truck shall be handled carefully and safely by the party. If careless or rough handling of Cylinders by the Party's labour is established, the Corporation shall be free to recover the cost of damages/loss from the party.

d. Unauthorized driving of the party's trucks by their men, who do not possess valid heavy vehicle driving licenses while handling transportation for the Corporation, shall not be permitted.

e. The party and his men shall abide by the rules and regulations of the Corporation when they are within the Corporation's Bottling Plant premises. All safety precautions as per the Corporation's rules should be observed by the party and his staff/men so long as they are within the Corporation's Bottling Plant premises. No detention charges shall be payable by the Corporation to the party. However, all efforts will be made by the Corporation to avoid delays.

29. MATERIALS SUPPLIED BY HPCL:

a. Corporation shall supply only the valves for fitting on cylinders after the repairs as and when required. No other item will be supplied by the Corporation's Bottling Plant.

b. The LPG Cylinders and Valves/accessories released in favour of the Repairer shall remain the property of HPCL and the Repairer has no right, whatsoever, to hypothecate, charge, pledge, lien or otherwise dispose off the same in full or any portion.

c. All Rejected/ Rejected/ scrapped cylinders shall be the property of Hindustan Petroleum Corporation Limited and the repairer will have no claim, whatsoever on them and the Corporation will be at liberty to dispose them off in any form.

d. Reconciliation statement duly signed should be submitted for each month for all equipment held by the Repairer, Bills on monthly basis will be cleared only after receipt of reconciliation statement duly certified by Officer of HPCL Visakh LPG Terminal for accounting of all equipment's. Any discrepancies would be debited after physical verification at repairer premises.

30. REPAIR QUANTITY:



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

The quantity indicated in the Purchase Order means the hot repaired of Cylinders and will exclude the Cylinders rejected initially that are duly certified by the BIS representative and also those Cylinders rejected subsequently during the process of repairs.

31. OPERATION OF TRUCKS:

- a. Party shall bear and pay the entire operational cost of the trucks for transportation of the Cylinders which shall include all idling charges, loss or delay in transport, transit road stoppages, delay in time consumed in loading or unloading of cylinders or for any other reasons however on account of operations hereunder.
- b. The Corporation does not undertake any responsibility or make any commitment to provide the party or his employee with facilities such as office accommodation, Canteen tea, toilet, telephone etc.
- c. It will be the responsibility of the party to ensure that their trucks and the transport operators fully conform to the Gas Cylinders Rules 2016.
- d. Unauthorized parking of Party's trucks within Corporation's/ Bottling Plant premises shall not be permitted.
- e. The Corporation does not take any responsibility to keep the Party's trucks, loaded with cylinders, in its premises if the truck arrives at the Bottling Plant beyond the regular working hours or on holidays. It shall be the responsibility of the party to keep the cylinders under his safe custody, outside the Corporation's working hours. No detention charges shall be payable by the Corporation to the party for the detention of his trucks which arrive at the Corporation's Bottling Plant beyond the regular hours.
- f. At all times, the party shall indemnify the Corporation from and against all losses, damages, claims, suits and other like events arising from and in connection with injury to any person or property, short deliveries of the product or otherwise howsoever in connection with matter connected with this agreement.
- g. Unauthorized driving of the party's trucks by their men, who do not possess valid heavy vehicle driving licenses while handling transportation for the Corporation, shall not be permitted.

32. REPAIRABLE CYLINDERS:

The cylinders dispatched for hot repairs are from circulation, as such, it is necessary to ensure that residual gas remaining in the cylinders is taken out by filling cylinder with water and allowing water to overflow in each cylinder prior to commencing the hot repairs.

33. REJECTION OF CYLINDERS:

In case any of the following markings is found missing, no repairs shall be done and such cylinders should be segregated and scrapped:-

- a) Serial Number.
- b) Identification of Manufacturer.

34. The repaired cylinders if found unfit at the time of first filling after repairs the party should visit the Plant and should verify the Cylinder and report detailed analysis report for the cause of leakage. The time limit for reporting the defect to the repairer will be 60 days from the date of receipt of repaired cylinders from the repairer.

35. The hot repaired cylinders if found to be body leak in first filling (except Valve Leak/ Neck Leak) or found to have discrepancy in tare weight which cannot be rectified as per the code of practice are to be scrapped and cost at 10 times the penal rate for 14.2 Kgs cylinders and, 19 Kgs Cylinders (i.e. for 14.2 Kg cylinders Rs 2000 x 10 = Rs 20000 and for 19 Kg cylinders Rs 2250 x 10 = Rs 22500) or 10 times the prevailing rates as per HPCL policy will be recovered from party. In addition no charges shall be paid for those cylinders and scrap cylinder will remain the property of the Corporation.

36. Cylinders will not be accepted by the Corporation unless they are accompanied by the test certificates in the enclosed format. Rejected cylinders will also have to be accompanied by a serial number list in the enclosed format. The party should also furnish a list of cylinders received and repaired by you in the enclosed format.

37. No minimum number of cylinders per month is guaranteed.

38. Any statutory requirements or revisions becoming due with reference to committee concerning LPG Cylinder handling, etc. appointed by Government from time to time and more specifically, the Vasudevan Committee from time to time will have to be followed.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

39. A copy of the approval from PESO to the effect that the tenderers facilities are approved for carrying out hot repairs of 14.2 kg & 19 kg cylinders in circulation must be submitted along with the tender (PESO approval should be valid as on date of submission of Tender).

40. Party should provide copy of valid BIS recognition/approval for carrying out hot repair of 14.2 kg /19 kg cylinders along with tender documents.

41. Monthly reconciliation statement in the enclosed format is to be sent to the Filling Plant from where cylinders are collected by the 5th of each month, failing which your bill will be withheld at the Regional Office until receipt of the said statement.

42. All documents as per enclosed formats must be furnished by the Contractor wherever they are called for by us.

43. All standard forms etc., required for documentation and certification stipulated in our terms and conditions should be printed by you at your cost.

44. Repairer would ensure safe custody of our Cylinders, Valves and other accessories lying in the premises of the repairer till such time repairs are completed and accessories are returned to or collected by HPCL. For computing any loss on this account, HPCL's latest purchase rates will be applicable for items lost/misplaced. The repairer should give timely intimation to the concerned filling plant which would be making suitable arrangement for removal of the same from party's premises.

45. Cylinders at your premises must be fully insured and repairer has to compensate for any loss or replace such lost cylinders by new cylinders. This compensation shall be over and above the bank guarantee executed by you towards safe custody of our cylinders and valves. Any insurance claims arising shall be settled with your insurer by you directly.

46. LOSS / DAMAGES OF CYLINDERS:

a. It shall be the responsibility of the party to ensure that the cylinders handed over for hot repairs are complete with all fittings etc. and without damage at the time he accepts / delivers the cylinders. The cost of fittings, parts and accessories found missing / damaged at the time of delivery of cylinders at Bottling Plant and will be recovered from the party's bills. It shall be the responsibility of the party to secure necessary endorsement on documents from the Corporation's Bottling Plant about fittings, fixtures etc., if found missing at the time of accepting loads. It is specifically agreed between the Corporation and the party that in the case of losses arising thereby the material viz. LPG Cylinders and/or the parts and the accessories of LPG Cylinders lost or damaged under the transportation of the said material, the party shall pay liquidated damages at the applicable rates of the Equipment Tariff in force on the day of loss or damage caused to the said materials.

b. The party will be solely responsible for loss due to theft, fire, accident or any damages, losses, etc., occurring within the boundary area of the site of the repairer/ contractor and it will be the repairers/contractor's responsibility to take all safety precautions, take insurance cover, appoint security staff etc., to safeguard HPCL's property and personnel and compensate for such losses.

c. Repairer will indemnify Hindustan Petroleum Corporation Ltd. for all the losses or damages, claims, suits and other like events arising to our cylinders. This will be applicable from the time the cylinders are collected and returned to the filling location including the period during which the cylinders are at repairer's premises.

d. **The contractor should compensate M/s HPCL at the rate of Rs.2300/- or as applicable as per Corporation policy per unaccounted 14.2 kg Cylinder, at the rate of Rs. 2800/- or as applicable as per Corporation policy per unaccounted 19 kg Cylinder, at the rate of Rs. 200/- or as applicable as per Corporation policy per unaccounted SC Valves and at the rate of Rs. 4/- or as applicable as per Corporation policy per unaccounted Safety Caps. Compensation towards other unaccounted materials will be as per rates at the time of settlement of the contractor's bills as & when these shortages are noticed.**

47. BIS INSPECTION CHARGES:

The repairer will submit BIS certification of cylinders for reconditioned and for rejection along with each batch of cylinders, the contractor/repairer will have to bear all the charges such as fees payable to these firms.

48. INSPECTION OF WORKS:



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

The factory premises should be open to HPCL Officials for on the spot inspection. HPCL shall inspect the premises where repair activity is carried out without any prior intimation. You will have to offer every facility and assistance to carry out such inspection. HPCL reserves the right to inspect cylinders at any stage of hot repairs as well as to inspect the same at the receiving locations. This is without prejudice to the inspection carried out by BIS.

49. PERFORMANCE OF THE CONTRACTOR:

> In case the repairer after receipt of order fails to carry out the hot repairs / reconditioning to cylinders as stipulated in the delivery schedule, HPCL reserves the right to foreclose the contract and to get the work done from alternative sources at the defaulting repairer's risk responsibility and cost. However, in the event of foreclosing the contract by HPCL, the repairer will be allowed to complete the repair of cylinders which are already under various processes of hot repairs at the repairer's premises. If at any time during the pendency of this agreement, the contractor fails to carry out the job as provided here in above and/or fails to perform the various other obligations specified in this agreement, the Corporation may in its discretion and without prejudice to its other rights and remedies obtain services from the party's to perform the obligations and obtain the job done by another party at your risk and cost. On allotment of the work order, in case party is not performing job satisfactorily even after giving two reminders, the Security Deposit of the party will be forfeited and work order will be cancelled. HPCL reserves the right to get the balance job done by other parties/ Agencies and the expenditure incurred will be adjusted against the pending Bills of the party in addition to forfeiting the Security Deposit or the PO quantity on them can be cancelled/reduced and the other party who is completing their quantity can be requested to take additional quantities in addition to forfeiting the Security Deposit.

50. 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 or 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 and to the appointing authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b). The appointing authority shall either himself act as Sole Arbitrator or nominate some officer or retired officer of Hindustan Petroleum Corporation Ltd. (referred to as Owner or HPCL) or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as 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 officer of the owner as the Sole Arbitrator on the ground that the said officer is/was an officer and/or shareholder of the owner or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his/her duties as an officer of the owner, 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 reason whatsoever, the Appointing Authority aforesaid, shall nominate another officer or retired officer of the owner or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as Arbitrator.
- d). Such officer nominated as 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 an officer or retired officer of the Owner or retired officer of Oil PSUs or retired Senior Central Govt. Officer nominated by the Appointing Authority shall act as an 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.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

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- 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 Award of the Sole Arbitrator shall be final and binding on both 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 there under, shall apply to the Arbitration proceedings under this Clause.
- j).The Contract shall be governed by and construed according to the laws in force in India. The Arbitration shall be held at Vijayawada and conducted in English language.
- k).The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Ltd.



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

ANNEXURE-III

MONTHLY RECONCILIATION STATEMENT OF CYLINDER, NEW VALVES AND OLD VALVES FOR THE
MONTH _____

SL.No		HR	CUM
I	LPG CYLINDERS		
	A.14.2 KG LPG CYLINDERS		
	Opening stock on		
	Receipt during the month		
	Despatch during the month-sound		
	Dispatch during the month- Rej		
	Rejection retained		
	Closing stock as on		
	A.19 KG LPG CYLINDERS		
	Opening stock on		
	Receipt during the month		
	Despatch during the month-sound		
	Dispatch during the month- Rej		
	Rejection retained		
	Closing stock as on		
II	NEW VALVES		
	Opening stock as on		
	Receipt during the month		
	Dispatch during the month used on HR Cylinders		
	Returned to plant during the month		
	Closing stock as on		
III	OLD VALVES		
	Returned to plant during the month		

Signature & Seal of bidder



GENERAL TERMS AND CONDITION FOR HOT REPAIR OF 14.2 KG/19 KG LPG CYLINDERS

TEST CERTIFICATE FORMAT

MONTH :
ADDRESS :

SR.No	S.NO.OF CYLINDER	MANUFAC TURED BY	MFD DATE	LAST TESTED	TARE WEIGHT	DATE OF REPAIR	PASSED/ REJECTED

Certified by :
Name :
Designation :
Rubber Stamp :

Signature & Seal of bidder

INTEGRITY PACT

No.
Dated

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub: Procurement of Bidding Documents

Ref. Tender No. _____

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

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

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

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

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

Yours faithfully
(BIDDER)

yours faithfully
(PURCHASER)

के. वेंकटरमना रेड्डी
K. VENKATARAMANA REDDY
वरि. अधिप्राप्ति प्रबंधक
SR. PROCUREMENT MANAGER
सी.पी.ओ., दक्षिण मध्य अंचल-विशाख
CPO, SOUTH CENTRAL ZONE-VIZAG

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _ day of the month of _ 20, between, on one hand, Hindustan Petroleum Corporation Limited through Shri (Designation of the officer), Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first Part and M/s. _____ represented by Shri _____, _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the second Part.

WHEREAS the BUYER proposes to procure _____ (Name what is being procured) and the BIDDER/seller is willing to offer/has offered the (state what is being offered).

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

NOW, THEREFORE,

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

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

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

Commitments of the Buyer

1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contract or implementation process related to the contract.

1.2 The Buyer will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to SBU head or concerned functional director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official's is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is prime facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the

INTEGRITY PACT

Contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

2.1 The BUYER will exclude from the process all known prejudiced persons.

2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant anti-corruption laws of India, or if there be a substantive suspension in this regard, the BUYER will inform its vigilance office and in addition can initiate disciplinary actions.

Commitments of Bidders

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

3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.

3.3 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declare to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

INTEGRITY PACT

3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BiDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the companies' act 1956.

3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprises in India or any government department in India, that could justify BIDDER/SELLERs exclusion from the tender process.

4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

5.1 While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (request for proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified in RFP).

(i) Bank Draft or a Pay Order

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument (to be specified in RFP).

5.2 The security deposit & retention money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

INTEGRITY PACT

5.3 IN the case of successful BIDDER/SELLER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on earnest money/security deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security deposit performance bond (after the contract is signed) shall forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.
- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER.
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same not be opened.
- (x) Forfeiture of performance bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at par 6.1 (i) to (x) of this pact also on the commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of corruption act 1988 or any other statute enacted for prevention of corruption.

INTEGRITY PACT

6.3 The decision of the BUYER to the effect that a breach of the provisions of this integrity pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the independent external monitor(s) appointed for the purposes of this pact.

7. Fall Clause

a) The bidder undertakes that during the previous one year, the bidder has not supplied / is not supplying and / or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other ministry/department of the government of India or PSU.

b) Further the bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other ministry/department of the government of the India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the bidder shall be at liberty to apply lower price to the contract and accordingly reduce the contract value. The bidder further undertakes to the buyer the difference between payment received under the contract and the lower price ("Price Difference") within 15 days of receipt of the said written notice.

c) In case the price difference is not received by the buyer from the bidder within the period stipulated under clause 7 (b), then the buyer shall be free to recover the price difference from any amount due and payable to the bidder under any contract or transaction undertaken with the buyer.

8. Independent Monitors

8.1 The BUYER has appointed independent monitors (hereinafter to as monitors) for this pact, in consultation with the central vigilance commission (name and addresses of the monitors to be given).

8.2 The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 both the parties accept that the monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the monitors notice, or have reason to believe, a violation of this pact, he will so inform the C&MD of the BUYER Corporation.

8.6 The BIDDER(s) accepts that the monitors have the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the monitor, upon his request and demonstration of valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with the confidentiality.

INTEGRITY PACT

8.7 The BUYER will provide to the monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.

8.8 The monitors will submit a written report to the C&MD of the BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

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

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

13. The Parties hereby sign this integrity pact at _____ on _____

BUYER

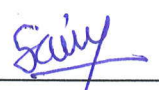
के. वेंकटरामाना रेड्डी
K. VENKATARAMANA REDDY
Designation
वरिष्ठ अधिप्राप्ति प्रबंधक
HPC
SR. PROCUREMENT MANAGER
सी.पी.ओ., दक्षिण मध्य अंचल-विशाख
CPO, SOUTH CENTRAL ZONE-VIZAG

BIDDER

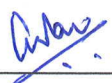
Name of the Officer
Designation
Name of the Organization
/Dep/Ministry/PSU

Witness

1.



2.



Witness

1.

2.

BIDDER INFORMATION DATA

Please furnish the following details

1. Name of the Firm :

2. E-Registration Vendor User ID/Company ID :

3. State in which the factory is located :

**4. Address
Office :**

Works :

5. Contact Details

Tel. No. (Office) :

(Works) :

Fax. No. (Office) :

(Works) :

E-mail Address :

Name of Contact Person :

Mobile Number :

Tel No. (Residence) :

6. Constitution of the firm : a) Sole Proprietor/Partnership
b) Private Limited Company
c) Public Limited Company

**7. Name & address of the
Proprietors / Partners / Directors :**

**8. Year of Establishment /
Registration & Date. :**

9. Annual Turnover in the last 3 yrs :

**10. List of Purchase Orders of
IOC/BPC/HPC for similar works :
(Scanned copy to be uploaded at
Appropriate place in Bidder Common Forms)**

11. Registration Numbers

i. Under Companies Act :

ii. DGTD. :

iii. NSIC/SSI Regn. No :

iv. Central Excise Dept. :

v. State Sales Tax / VAT (TIN) :

vi. Central Sales Tax :

vii. Sales Tax Exemption Status :

viii. Service Tax Regn. No :

ix. NSIC/SSI Regn. No :

x. PAN No :

**12. Whether Vatable invoice (for
Set Off / ITC) will be raised. :**

**13. Income Tax Clearance Certificate:
No. and Date for the last 3 years : Year ITCC No. Date**

**14. Details of HPCL Online Vendor Registration
Please provide the Registration No and Validity
(Enclose photo copies) :**

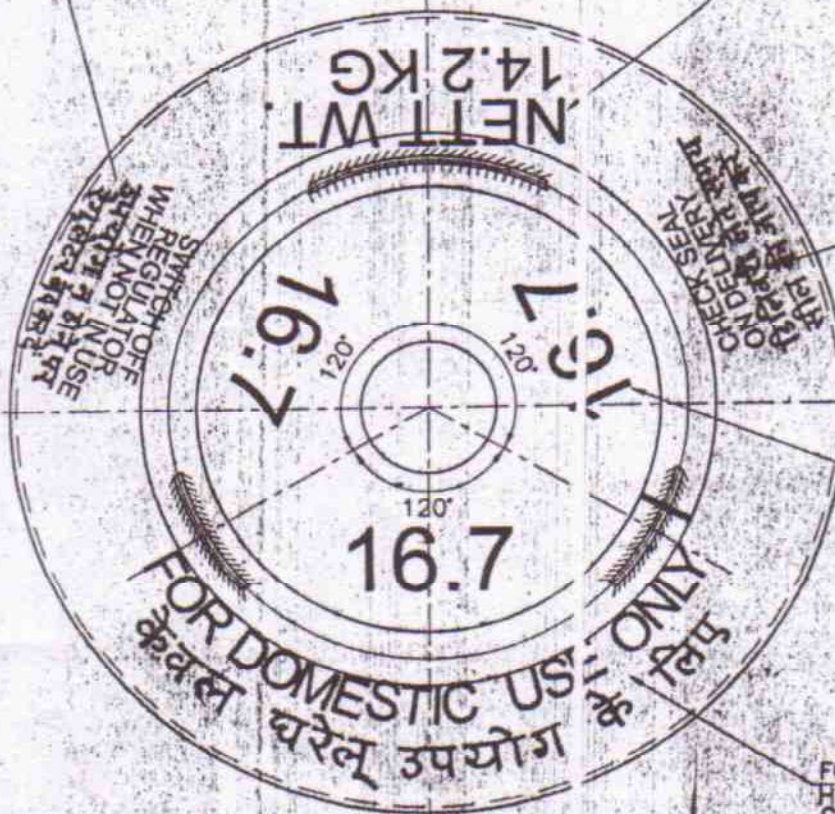
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COLOUR:- WHITE


FONT:- ARIAL
HEIGHT :-20 MM
COLOUR:-BLACK

FONT:- ARIAL
HEIGHT :-10 MM
COLOUR:-WHITE

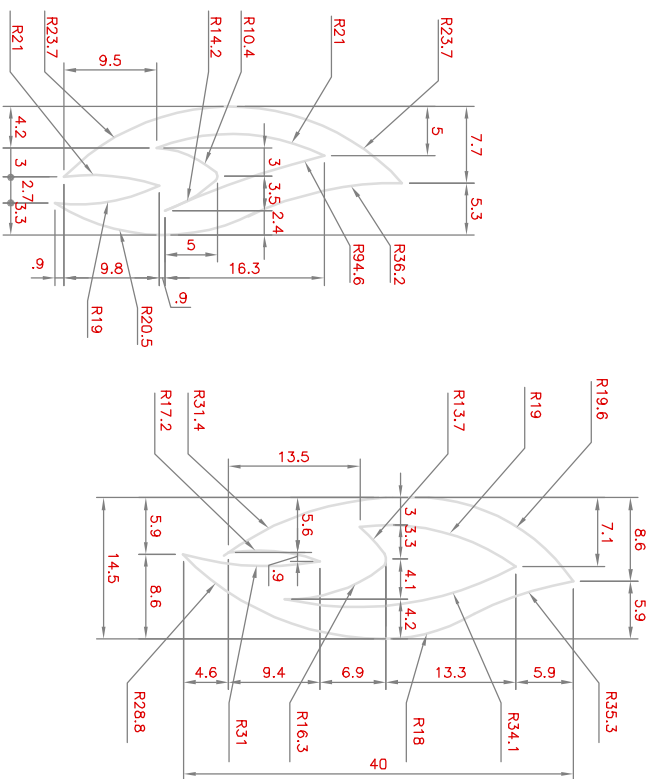
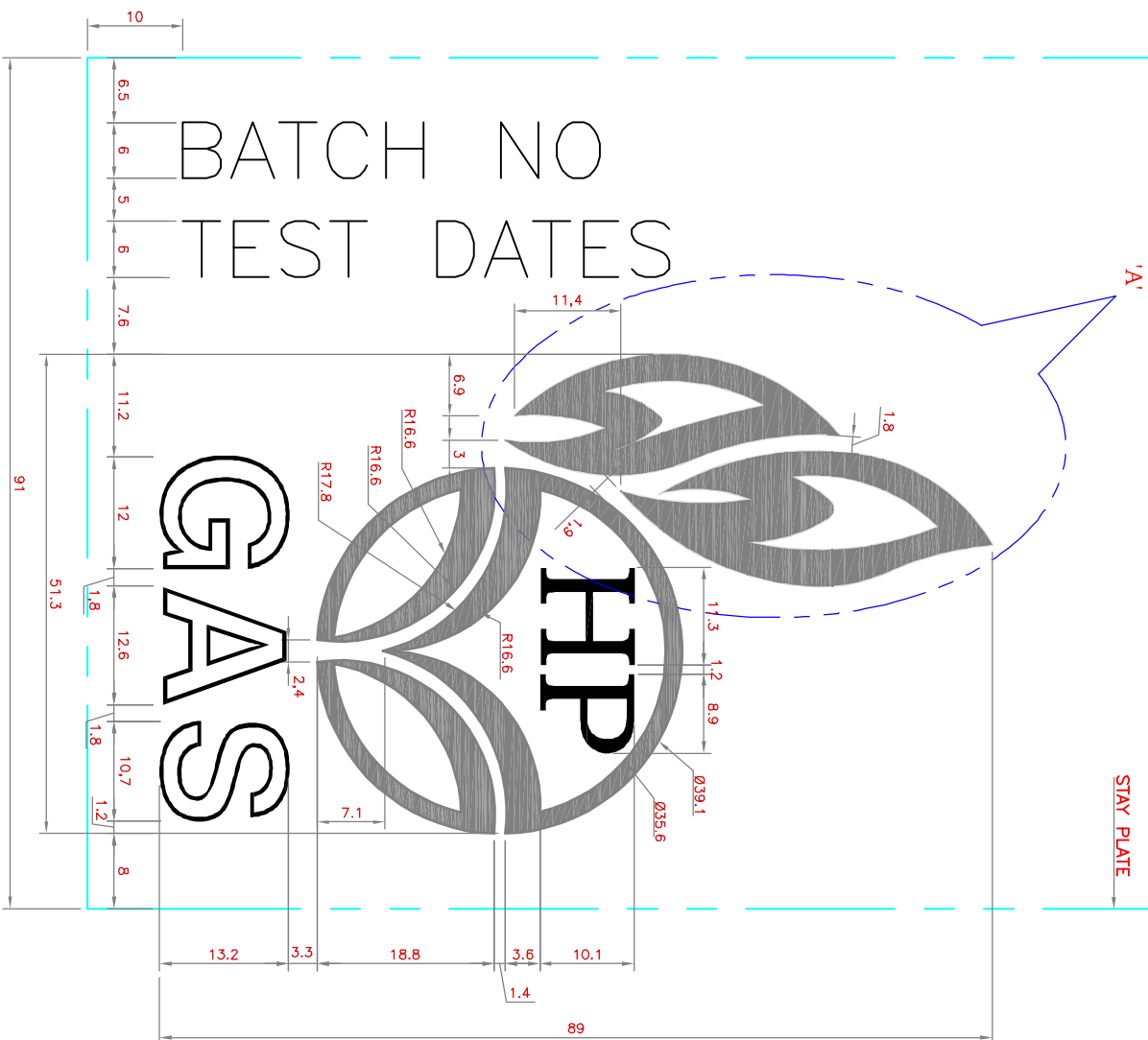
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COLOUR:-YELLOW

FONT:-ARIAL
HEIGHT :-13 MM
COLOUR:-WHITE



0	-				
REV	DESCRIPTION	DATE	DRAWN	CHKD.	
REVISIONS					
 HINDUSTAN PETROLEUM CORPORATION LIMITED					
PROJECT: -					
TITLE: LPG CYLINDER TOP VIEW					
DRN	MLD	DATE: 23/08/05	DWG NO.	SHEET NO. OF NO.	REV
CHKD	: YGS	SCALE: 1:2.5	HP/S/A4/054/05	1/1	0
APPD	: -	REVISE THIS DWG. BY	AD SYSTEM ONLY	File name: S4054035	

PRINTED ON 91 MM. STAY PLATE.

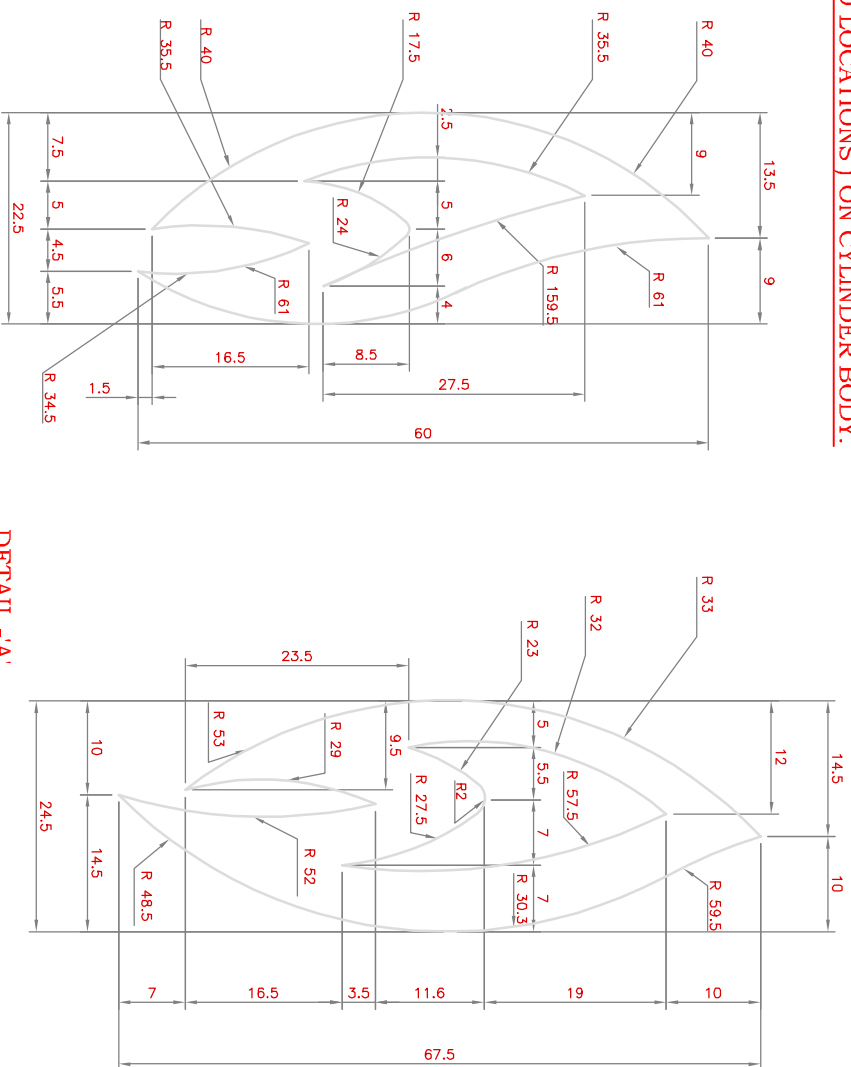


DETAIL - 'A'

NOTES :-

1. HP GAS LOGO SHALL BE SCREEN PRINTED IN WHITE COLOUR ON THE 91 MM. STAY PLATE.

0	-	-	-
REV	DESCRIPTION	DATE	DRAWN CHKD.
REVISIONS			
HINDUSTAN PETROLEUM CORPORATION LIMITED			
PROJECT: MARKETING DIVISION. MUMBAI			
TITLE: DETAILS OF HP GAS LOGO TO BE SCREEN PRINTED ON 91 MM STAY PLATE			
DRAWN: MLD	DATE: 27/10/06	SHEET NO. OF NO.	
CHECKED: YOS	SCALE: 1:2	UP6/RG/SP-91/01	1-1
APPROVED:-			0



Technical drawing of a mechanical part with dimensions in mm. The part is symmetrical about a vertical centerline. Key dimensions include: overall width 67.5, overall height 24.5, and various radii (R 33, R 32, R 23, R 57.5, R 27.5, R 52, R 53, R 48.5, R 59.5, R 30.3, R 29). The drawing shows a complex profile with multiple curved surfaces and straight segments.



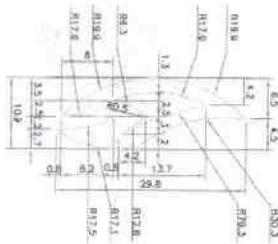
PROJECT: MARKETING DIVISION. MUMBAI

(AT TWO LOCATIONS) ON CYLINDER BODY.

CHECKED: YGS	SCALE: 1:1.1:2	LPG/RG/BL/01	1-1	0
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APPROVED:-		
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PRINTED ON 75 MM. STAY PLATE.



DETAILS:



NOTES:

1. H-06 QAS LOGO SHALL BE SCREEN PRINTED IN WHITE COLOR ON THE 75 MM STAY PLATE

REV	DESCRIPTION	DATE	DRAWN	CHECKD
1	-	-	-	-
0	-	-	-	-

REVISIONS



HINDUSTAN PETROLEUM CORPORATION LIMITED

TITLE: DETAILS OF HP AND LOGO TO BE SOUTHERN PRINTED

CEL 700000 01000 00000

DRAWN: SLD	DATE: 2/10/08	DWG NO.	SHEET NO. OF NO.	REV
CHECKED: YOS	SCALE: 1:1, 1:2	LPG/RG/SP-75/01	1-1	0

APPROVED:

SHEET NO. OF NO.	REV
1-1	0

DECLARATION

I/ We solemnly affirm as under:

a).This Tender Document Set was downloaded by us from your website and is being used for submitting our commercial bid.

b).The downloaded file was printed and is being submitted without any alterations, deletions, additions or changes.

c).The clauses, stipulations, etc., contained in the tender documents, which are not acceptable to us are highlighted separately in the Letter Head appended to our Tender Bid.

d). I / We further affirm that I/ We have gone through the tender document completely and understood the contents, letter & spirit. I/ We further confirm that except for these deviations highlighted as above, all the Terms and Conditions of the tender set are acceptable to us and we hereby accept and agree to abide by all the other Terms and Conditions contained in the tender document set.

e).We also affirm that we are not banned or blacklisted by HPCL or any other P.S.U from participating in tenders.

f).We also hear by undertake that in case of contract being awarded an office will be opened by us in the State of Andhra Pradesh /Telangana in a COMMERCIAL AREA with telephone and fax, if no office is in existence at the time of Participation in tender.

g).We understand that in case it is found subsequently that the downloaded Tender Document Set was altered or tampered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis such tampered document, then the order is liable to be cancelled without any further reference to us.

h) We declare that, our PAN No is _____, falling under the jurisdiction of Commissioner of Income Tax, _____.

It is hereby declared that the said PAN No. is correctly stated.

VENDOR'S UNDERTAKING

We have gone through the complete set of Tender Documents, Attachments, Terms and Conditions and Specifications, Schedule of jobs and confirm that we have understood the scope of the job and all the terms and conditions are acceptable to us.

We also confirm that copies of the registration with PF authorities & ESI authorities etc and valid labour Licenses will be submitted to the officer in charge prior to commence of the works.

We also confirm that we are not banned by HPCL or any other P.S.U from participating in tenders.

DECLARATION TO BE GIVEN ALL BIDDERS PARTICIPATING IN TENDER

To,
Sr. Manager Engineering and Purchase
Hindustan Petroleum Corpn Limited,
South Central LPG Zone, 6th Floor, Varun Towers,
Siripuram Junction, Kasturba Marg,
Vishakhapatnam - 530 003, Andhra Pradesh.

Date:

This is to declare that, as on date of submission of Tender No _____,
We have not been banned/Put on Holiday or delisted by any government or quasi Government
Agencies or PSUs.

Sign & seal of the Bidder.

DECLARATION TO BE GIVEN BY NSIC PARTY ON LETTER HEAD.

To,
Sr. Manager Engineering and Purchase
Hindustan Petroleum Corpn Limited,
South Central LPG Zone, 6th Floor, Varun Towers,
Siripuram Junction, Kasturba Marg ,
Vishakhapatnam - 530 003, Andhra Pradesh.

Date: _____

Sub: Declaration on Price Preference Policy: Tender No. _____

This is to declare that 'we have succeeded' / 'not succeeded' * in securing orders for same items, in competition (i.e. without price preference) with the large scale units during the preceding 12 Months.

Sign & seal of the Bidder.

*** Strike off either 'we have succeeded' OR 'not succeeded'.**



SPECIAL TERMS AND CONDITIONS FOR HOT REPAIR AT VISAKHA LPG TERMINAL

1. ELIGIBILITY CRITERIA FOR PARTIES PARTICIPATING IN TENDER:

Following is the eligibility criteria for vendors to participate in this tender.

LICENCES: All tenderer should have valid approvals from PESO and BIS for carrying out hot repair of cylinders as on the due date for submission of tender and scanned copies of the same should be uploaded along with the tender. The licenses should be in the name of Tenderers and not in any other name as on the date of Tender submission Should not be blacklisted or put on holiday by HPCL (by any other location/Zone/SBU) or any Oil Company.

2. PARTY TO FURNISH FOLLOWING DOCUMENTS:

- > Copy of the Licenses (BIS, PESO), etc.
- > Copy of the vendor registration letter issued by HPCL, if any.
- > Certified copies of above valid Licenses by BIS & PESO and HPCL vendor registration letter should be scanned and uploaded along with the Credential Bid of the tender. If the same is not submitted in the Credential Bid, then the offer will be rejected.

3. Contract Period:

The contract shall be valid for a period of 24 months from the date of LOI/Purchase order or for the period till the order quantity is completed. However in the event, the ordered quantity is not exhausted due to less generation of Hot repairable cylinders, an option of extending the validity of the order for a further period of 12 months which shall be done at the sole discretion of HPCL/concerned Sr/Plant Manager. The order will be governed by total financial limit indicated in the order.

Declaration of Service Tax.

(ON LETTER HEAD)

(To be given by Individual/HUF/Firm/AOP)

This is to declare that, for the items covered by Tender No. _____,

1. *we declare that our legal Identity is 'a Sole Proprietorship'/ HUF'/ Partnership'/ Association of Persons'.*
2. *The service tax liability will be discharged by Vendor and HPCL in the ratio of _____ and _____ Respectively.*

Sign & Seal of Tender Signing Authority

E-payment facility in E-tendering portal

Background

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

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

EMD and Tender fee payment process:

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

Tender Fee:

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

Tender Fee Payment

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

Payment Detail * ? ☒ Exempted ☐ Online FEE

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

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

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

1. Tender Fee >> Offline mode:

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

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

Note:

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

2. Tender Fee>> Online Mode

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

Tender Fee Payment

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

TENDER FEE/CURRENCY DETAIL	
Tender Fee	Currency
1000	INR

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

Payment Detail * ? ☐ Exempted ☒ Online FEE

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

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

Make Payment

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

Note:

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

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

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

Tender Fee Payment

Tender Number : 16000026-HD-10807

Vendor Code : 20007020 - TRILOK CORPORATION

TENDER FEE/CURRENCY DETAIL

Tender Fee	Currency
1000	INR

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

Payment Detail * ? ☐ Exempted ☒ Online FEE

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

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

ePayment Status Details

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

EMD (EARNEST MONEY DEPOSIT)

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

EMD BG/DD Details

Tender Number : 14000087-HD-12001

Vendor Code : 21009000- Dummy for Migration Purpose - AA vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

Choose Payment Details: <input type="radio"/> EMD Exempted <input type="radio"/> BG/DD Details <input type="radio"/> Online EMD Payment	Remarks: * <input style="width: 100%;" type="text"/>
---	--

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

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	<input style="width: 50px;" type="text"/>
<input type="button" value="Proceed For EMD Payment"/>			

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

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

1. EMD>> Offline Mode

a. EMD exemption

EMD BG/DD Details

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

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

- Click on “Save Details” button.

Note:

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

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

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

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

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

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

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

2. EMD >> Online payment

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

EMD BG/DD Details

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

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

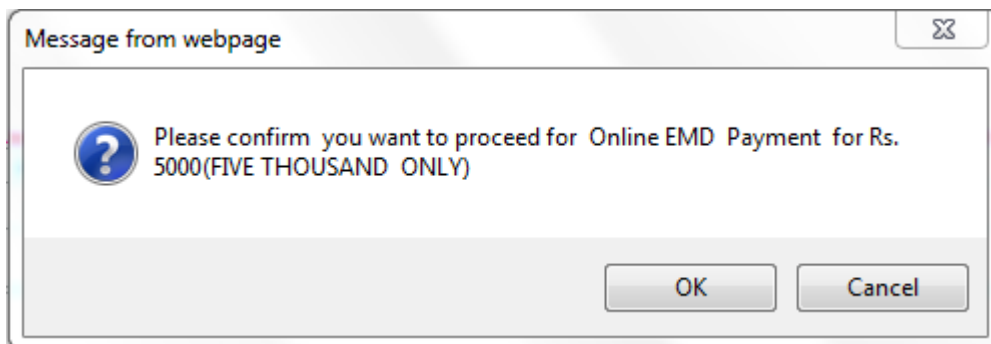
Note:Pls check EMD Amount before proceeding for payment. In case status of Transaction is "Initiated" pls try after 20 minutes

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

Proceed For EMD Payment

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

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



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

Note:

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

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

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

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

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

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	100000

Proceed For EMD Payment

Details of Payments as below

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

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

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

Action based on status:

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

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

Reports

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

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

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

On Line Tender FEE/EMD Payment History

Home

Choose Tender

Prepare Bid

Queries & Messages

Briefcase

Pre-bid Conference

Revised Price Bid

Reverse Auction

RA Winner Doc

Bids Rationalization

Bids Counter Offer

Witness Bid Opening

Digital Certificate

Utilities

Reports

Help

LOGOUT

20007020- TRILOK CORPORATION

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

TF=Tender Fee

Note:SUCCESS status is subject to bank Realization
Warning: Fee is EMD verified

TF=Tender Fee

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

Important note for Tender FEE/ EMD payments- Online mode

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

 HINDUSTAN PETROLEUM CORPORATION LIMITED (A Government of India Enterprise) South Central LPG Zone, 6th Floor, Varun Towers, Kasturba Marg, Siripuram Junction, Visakhapatnam - 530003.		
NOTICE INVITING TENDER		
Digitally signed and encrypted e-Tenders under Two Bid System (Unpriced and Priced) are invited from Parties involved in carrying out Hot Repair of LPG Cylinders for award of contract of Hot Repair of cylinders for our Visakha LPG Terminal as per the terms and conditions mentioned in the tender documents.		
Tender No.	16000013-HD-12620	
Tender closing date & time	15.02.2017 at 15.00 Hrs	
Opening of Unpriced Bid	16.02.2017 at 15.00 Hrs	
Pre-Bid Vendor Meet	On 06.02.2017 at 15.00 Hrs. at Visakha LPG Terminal	
For details and downloadable Tender documents, log on to HPCL e-procurement website: https://etender.hpcl.co.in/ or visit HPCL website: www.hindustanpetroleum.com .		
Revisions, Clarifications, Corrigenda, Addenda and Extension of tender due date, if any, shall be hosted in e-tender website. Bidders should regularly visit this website to keep themselves updated.		
Senior Procurement Manager- CPO, South Central LPG Zone "SWITCH OFF REGULATORS WHEN NOT IN USE"		

Size: 8x5= 40 Sq.cm

Corrigenda for Tender No. 16000013-HD-12620 dt. 24.01.2017
Hot Repair for LPG Cylinders at Visakha LPG Terminal

This corrigenda is being issued for tender no 16000013-HD-12620 dated 24.01.2017 for advising all bidders to note the following.

1. Kindly note that, Pre-bid vendor meet is arranged against above tender for carrying out hot repair of LPG cylinders on 06/02/2017 (Monday) @ 1500 hrs at the following address.

Visakha LPG Terminal
Hindustan Petroleum Corporation Limited
HP Petro Park, OPP.INS Dega
Port Connectivity Road,
Convent Junction To Sheelanagar
Visakhapatnam-530009, AP

2. Vendors need to mandatorily quote the rates exclusive of all taxes and note the following:
 - a). The rates means basic rates exclusive of all applicable taxes
 - b). All applicable taxes needs to be shown separately
 - c). Service tax as applicable for the work /contract should be quoted at full rates only. Reverse service tax rates should not be quoted in the tender. At the time of giving the Invoice you may show the reverse service tax as applicable
 - d). VAT/CST if any applicable should be shown separately in the tender
 - e). any other taxes if applicable should be shown /quoted in the tender
 - f). All applicable tax deductions will be deducted from the bills/invoices of the bidders like TDS/ WCT and etc.

Any bidder who quotes rates inclusive of taxes will be summarily rejected and will not considered for evaluation at any stage at the sole discretion of corporation.

3. All vendors are advised to note that the address of the site for the participating in tender is as below.

<https://etender.hpcl.co.in/>

Or

www.hindustanpetroleum.com



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

Integrity Pact is attached separately.