

Tender No. : 16000260-HD-10157



Tender Published On : 21-Feb-2017 10:56

Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Supply of Steel Plates NCZ	
Description	Supply of structural steel plates to various ROs under WZ,NCZ,EZ	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Schedule Wise	
Tender Due Date & Time	13-Mar-2017 15:00	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time	03-Mar-2017 14:00	
Pre Bid Conference End Date & Time	03-Mar-2017 16:00	
Queries Start Date & Time	22-Feb-2017 10:00	
Queries End Date & Time	02-Mar-2017 16:00	
Un Priced Bid Open Date & Time	13-Mar-2017 15:30	
Purchase Deptt.	PURCHASE DEPARTMENT CPO	
Fax No.	23030079	
Office Address	Centralised Procurement Office ,6th Floor, Petroleum House ,17, Jamshedji Tata Road, , Mumbai ,400020 , MH ,	
TF/EMD Drop Box Address	Not Applicable	
Tender Description	This tender is floated for a Supply of 3200 MT of structural quality steel plates conforming to IS 2062 2011Grade E250 to various locations under WZ,NCZ and EZ	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	0.0

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

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

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

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

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



**Reverse Auction – Terms & Conditions and Procedure**

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

**Terms & Conditions**

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



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

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



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



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

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



### Reverse Auction Procedure

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



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

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

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

10. Bidders shall be provided information on item wise pro-rated reduction in the rates, for guidance.

11. The **confirmed bid** submitted by vendor during the RA process shall always reflect in the “**Previous Bid**” field only (red font). The field “**Current bid**” shall display the contemplated bid value and “**Leading Bid**” shall show the current lowest bid value as submitted by any of the vendors.

12. The Closing Price(s) offered by the bidders at the conclusion of the Reverse Auction shall be valid for a minimum period of 30 days or as mentioned in tender, from the date of conclusion of the Reverse Auction.

13. After the Reverse auction is over successfully and closed by purchase officer, vendor can witness the lowest rate submitted by other vendors in “Witness bid opening” link.

14. In case of Item-wise evaluation tenders, any or all items may undergo Reverse Auction separately at the discretion of HPCL.

15. In case of Schedule-wise evaluation tenders, any or all schedules may undergo Reverse Auction separately at the discretion of HPCL.

16. In case of **SOR type tenders**, where vendor has quoted a single percentage plus or minus against the offered rate, the decrement shall be applicable on the **bench mark value on base of 100** (i.e. it could be 107 in case of plus 7% or 94 in case of minus 6 percent). This value shall be delivered cost i.e. inclusive of taxes and loading factor.

17. HPCL reserves right to conduct single reverse auction for multiple items with separate decrement option.

18. Vendor shall have option to participate in multiple reverse auction if it is scheduled at the same time.



HINDUSTAN PETROLEUM CORPORATION LIMITED

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



## Line Details Of Tender

Srl. No.	Line Description	Ship To Location	UOM	Quantity	Mandatory
<b>MAH GOA</b>					Manadatory: No
1	Plate Thickness 6 mm_AUR	11352-AURANGABAD RETAIL RO	Metric Ton	158	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
2	Plate Thickness 8 mm_AUR	11352-AURANGABAD RETAIL RO	Metric Ton	38	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
3	Plate Thickness 10 mm_AUR	11352-AURANGABAD RETAIL RO	Metric Ton	22	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
4	Plate Thickness 6 mm_MUMBAI	11356-MUMBAI RETAIL RO	Metric Ton	69	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
5	Plate Thickness 8 mm_MUMBAI	11356-MUMBAI RETAIL RO	Metric Ton	19	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
6	Plate Thickness 10 mm_MUMBAI	11356-MUMBAI RETAIL RO	Metric Ton	8	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
7	Plate Thickness 6 mm_NAGPUR	11357-NAGPUR RETAIL RO (STP 5027)	Metric Ton	141	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
8	Plate Thickness 8 mm_NAGPUR	11357-NAGPUR RETAIL RO (STP 5027)	Metric Ton	34	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
9	Plate Thickness 10 mm_NAGPUR	11357-NAGPUR RETAIL RO (STP 5027)	Metric Ton	20	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
10	Plate Thickness 6 mm_PUNE	11358-PUNE RETAIL RO	Metric Ton	150	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
11	Plate Thickness 8 mm_PUNE	11358-PUNE RETAIL RO	Metric Ton	31	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
12	Plate Thickness 10 mm_PUNE	11358-PUNE RETAIL RO	Metric Ton	27	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
13	Plate Thickness 6 mm_SOLAPUR	11364-SHOLAPUR RETAIL REGION	Metric Ton	162	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
14	Plate Thickness 8 mm_SOLAPUR	11364-SHOLAPUR RETAIL REGION	Metric Ton	39	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
15	Plate Thickness 10 mm_SOLAPUR	11364-SHOLAPUR RETAIL REGION	Metric Ton	22	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
16	Plate Thickness 6 mm_VASCO	11361-VASCO RETAIL RO	Metric Ton	97	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
17	Plate Thickness 8 mm_VASCO	11361-VASCO RETAIL RO	Metric Ton	24	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
18	Plate Thickness 10 mm_VASCO	11361-VASCO RETAIL RO	Metric Ton	13	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
19	Plate Thickness 6 mm_VASHI	11362-VASHI RETAIL RO	Metric Ton	108	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
20	Plate Thickness 8 mm_VASHI	11362-VASHI RETAIL RO	Metric Ton	22	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
21	Plate Thickness 10 mm_VASHI	11362-VASHI RETAIL RO	Metric Ton	20	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
<b>UTTAR PRADESH</b>					Manadatory: No
1	AGRA RO_6300 x 1500 x 6 mm	11101-AGRA RETAIL RO	Metric Ton	60	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
2	AGRA RO_6300 x 1250 x 8 mm	11101-AGRA RETAIL RO	Metric Ton	12	Yes

DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
3	AGRA RO_6300 x 1500 x 8 mm	11101-AGRA RETAIL RO	Metric Ton	12	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
4	LUCKNOW RO_6300 x 1500 x 6 mm	11108-LUCKNOW RRO	Metric Ton	125	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
5	LUCKNOW RO_6300 x 1250 x 8 mm	11108-LUCKNOW RRO	Metric Ton	20	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
6	LUCKNOW RO_6300 x 1500 x 8 mm	11108-LUCKNOW RRO	Metric Ton	15	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
7	LUCKNOW RO_6300 x 1500 x 10 m	11108-LUCKNOW RRO	Metric Ton	10	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
8	MEERUT RO_6300 x 1500 x 6 mm	11111-MEERUT RRO	Metric Ton	100	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
9	MEERUT RO_6300 x 1250 x 8 mm	11111-MEERUT RRO	Metric Ton	12	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
10	MEERUT RO_6300 x 1500 x 8 mm	11111-MEERUT RRO	Metric Ton	12	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
11	VARANASI RO_6300 x 1500 x 6 mm	11109-VARANASI RETAIL REGIONAL OFFIC	Metric Ton	115	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
12	VARANASI RO_6300 x 1250 x 8 mm	11109-VARANASI RETAIL REGIONAL OFFIC	Metric Ton	10	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
13	VARANASI RO_6300 x 1500 x 8 mm	11109-VARANASI RETAIL REGIONAL OFFIC	Metric Ton	10	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
14	KANPUR RO_6300 x 1500 x 6 mm	11306-KANPUR RETAIL RO	Metric Ton	125	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
15	KANPUR RO_6300 x 1500 x 10 m	11306-KANPUR RETAIL RO	Metric Ton	30	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X W 1250 MM; DRAWN PROCESS:HOT ROLLED					
<b>MADHYA PRADESH</b>				<b>Manadatory: No</b>	
1	Plate Thickness 6 mm_BHOPAL	11354-BHOPAL RETAIL REGIONAL OFFICE	Metric Ton	125	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
2	Plate Thickness 8 mm_BHOPAL	11354-BHOPAL RETAIL REGIONAL OFFICE	Metric Ton	31	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
3	Plate Thickness 10 mm_BHOPAL	11354-BHOPAL RETAIL REGIONAL OFFICE	Metric Ton	16	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
4	Plate Thickness 6 mm_INDORE	11355-INDORE RETAIL RO	Metric Ton	142	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
5	Plate Thickness 8 mm_INDORE	11355-INDORE RETAIL RO	Metric Ton	38	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
6	Plate Thickness 10 mm_INDORE	11355-INDORE RETAIL RO	Metric Ton	16	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
7	Plate Thickness 6 mm_JABALPR	11363-Jabalpur Retail RO	Metric Ton	83	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
8	Plate Thickness 8 mm_JABALPR	11363-Jabalpur Retail RO	Metric Ton	23	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:8 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
9	Plate Thickness 10 mm_JABALPR	11363-Jabalpur Retail RO	Metric Ton	7	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:10 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
<b>WB ODISHA</b>				<b>Manadatory: No</b>	
1	Bhuban RO_6300X1500X6 mm	11601-BHUBANESHWAR RETAIL RO	Metric Ton	45	Yes
DESCRIPTION => PLATE; DESIGN TYPE:PLAIN; MATERIAL:MILD STEEL; MATERIAL SPEC:IS 2062 GRADE E250A; INSPECTION CERTIFICATE:REQUIRED; THICKNESS:6 MM; SIZE:L 6300 X B 1500 MM; DRAWN PROCESS:HOT ROLLED; APPLICATION:STRUCTURAL QUALITY					
2	Bhuban RO_6300X1500X8 mm	11601-BHUBANESHWAR RETAIL RO	Metric Ton	40	Yes



Tender No. : 16000260-HD-10157



Tender Published On : 21-Feb-2017 10:56

**Integrity Pact**

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

Integrity Pact is attached separately.

Tender No. : 16000260-HD-10157



Tender Published On : 21-Feb-2017 10:56

**Tender Document**

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

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**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**(A Government of India Enterprise)**

**Central Procurement Organisation Mktg.**  
9 Floor, A wing, Marathon Futurex Building,  
N. M. Joshi Marg, Mumbai 400 013

**Supply of Steel Plates for fabrication of Storage Tanks at  
locations under WZ, NCZ & EZ**

**e-Tender No. 16000260-HD-10157 Dated 21.02.2017**

**Due On: 13.03.2017 At 15:00 Hrs**

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## Instructions to Bidders

1. Vendor is advised to submit their bids taking full notice of all the terms & conditions, technical specifications etc. Bidders are to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender (Techno-Commercial and Price Bids) only through the internet through the website <http://etender.hpcl.co.in>. Response in any other form shall not be accepted.
2. **Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <http://etender.hpcl.co.in/>**
3. **Eligible Bidders are required to submit their offer in two parts - Techno Commercial bid and Price Bid.** The **Techno Commercial** as well as **Price Bid** shall both be submitted online as **electronic digitally signed & sealed bids at site <http://etender.hpcl.co.in/>** along with the documents as required in this tender.
4. **Submission of Bids:**
  - i. Bids are required to be submitted in 2 parts- **Techno Commercial Bid** and **Priced Bid**
  - ii. Eligible Bidders are required to submit their offer only online at website <https://etender.hpcl.co.in/> by the tender due date / time as specified in the tender. Late/ delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. Physical bids shall not be accepted
  - iii. The Techno Commercial as well as Price Bid shall both be submitted online along with the documents as required in this tender.
  - iv. For submitting on line response Digital Certificate / Signatures (Class IIB/ Class IIIB) is mandatory. Bidders logging in for the first time should ensure to upload their Digital certificate. The process for same is listed in the Help link after logging in.
  - v. The Server Date & Time as appearing on the website <https://etender.hpcl.co.in/> shall only be considered for the cut-off date and time for receipt of tenders.
  - vi. It may be noted that response in any other form (through post, telegram, fax, telex, e-mail, and courier) shall not be accepted.
  - vii. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit this website to keep themselves updated.

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- viii. Bidder is advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- ix. All the enclosed Tender documents along with the covering letter will form part of the tender.
- x. 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.
- xi. A bidder who is new to e-Tender, is advised to refer to help link after logging in to the above site for Login Id and Password.
- xii. Contact Help Desk For any technical queries related to operation of the portal please send mail to **eprochelpdesk@mail.hpcl.co.in** OR please call us at **022-41146666**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays).In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.
- xiii. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. It is highly recommended that bidder reads the "Tips for successful bid submission" available in the home page of website, immediately after logging in.

A few tips for successful bid submission have been provided in Annexure-11

## 5. **Techno Commercial Bid**

The techno commercial bid shall include the following –

- i. **Integrity Pact** duly signed & witnessed
- ii. Attachments/ Annexures only as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- iii. Copies of Tax Registrations.
- iv. Copies of Registration Certificate under NSIC, MSE etc.
- v. Declarations – Blacklisting / Holiday listing, Particulars of Tenderer, PAN No. etc as given in the list of annexures earlier.
- vi. **Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

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## 6. Price Bid

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
  - b. In case of requirement given in multiple schedules it is mandatory to quote for at least one Schedule if applicable
  - c. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
7. All communication regarding the tender including queries, if any, and submission of bids shall be done electronically through the e-Procurement portal at website <http://etender.hpcl.co.in/>
  8. Vendors to login with their 8-digit Vendor Code as User ID and password as issued for "Bill Tracking system". Alternately password can be collected from the Purchase Officer of the tender originating location.
  9. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting on-line offers, including connectivity issues.
  10. HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
  11. Bidders are not allowed to mention any quotes in any other parts of the tender.
  12. The bidder shall be fully responsible for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. as per clause 7d of General Terms & Conditions of the tender.
  13. **Rebate:**  
No reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.
  14. Request for extension of tender submission due date, if any, received from bidders within 72 hours of tender submission due date / time, shall not be considered.
  15. **Queries:**
    - i. Clarifications sought/ queries received from bidders /vendors/parties on tender, within last five days of bid due date, will not be entertained by HPCL. Please refer query end date / time in tender calendar after which no query posted by bidder shall be considered.
    - ii. Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted on-line only (by logging in at <https://etender.hpcl.co.in/> by the query end date / time specified in the tender consolidated view / NIT view/ tender calendar. The reply of queries sent by bidders/ messages issued by HPCL pertaining to tender shall be available on tender message board. HPCL, at its sole discretion, may not entertain the queries sent by post/ fax/ e-mail or through any other mode of communication.

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16. The Bid document is not transferable.
17. The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.
18. **Black List/Ban/Holiday List**
- Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL/any Government/ Quasi Government Agencies or PSUs, shall not be considered for either evaluation or for award of work.
  - The bidder should give a written declaration, in Annexure- 2 indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.
19. **Address of tender floating department:**  
**Chief Category Manager – CPO (Mktg.**  
**Hindustan Petroleum Corporation Limited.**  
**9th Floor, Marathon Futurex Building – A Wing,**  
**Mafatlal Mills Compound,**  
**N.M. Joshi Marg,, Mumbai – 400 013**  
**Tel. No. 022-23030073**
20. **Earnest Money Deposit (EMD):** EMD details provided in the section “Special Terms and Conditions”
21. **Integrity Pact:**
- Integrity Pact (**refer Annexure 1**) is a Pact between HPCL (as a procurement) on one hand and the prospective bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the Corporation. Pro-forma of Integrity Pact (which is issued along with the bidding document – shall be returned by the bidder along with the bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
  - Note: Bidder’s failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.**
  - If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover Liquidated Damages amount from bidder by en-cashing the EMD/Bid security (Bid Bond) submitted by the bidder, as per provisions of Integrity Pact.
  - If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor Liquidated Damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.
22. **Grievance Redressal Mechanism:**  
Hindustan Petroleum Corporation Limited (HPCL) has developed a ‘Grievance Redressal Mechanism’ to deal with references/grievance if any that are received from parties who

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participated/intend to participate in the Corporation Tenders. The details of the same are available on our website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

**23. Digital Signature – Authorized Signatory**

- a. All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory.
- b. The authorized signatory shall be:
  - i. Proprietor in case of proprietary concern.
  - ii. Authorized partner in case of partnership firm.
  - iii. Director, in case of a limited Company, duly authorized by its board of directors to sign.
- c. If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.
- d. Online submission of the tender under the digital signature of the authorized signatory thru e procurement portal shall be considered as token of having read, understood and totally accepted all the terms and conditions.

**24. Acceptance of the Offer by the Corporation:**

Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.

Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.

The Corporation 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 in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer.

**25. Purchase Preference:**

Central Public Sector Enterprises / SSI units registered with NSIC/MSME (certified copy required) shall be extended purchase preference as per government guidelines in force from time to time.

Purchase preference as applicable would be given to Central Public Sector Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. 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.

- 26.** Please note that all the terms and **conditions** of this tender are required to be accepted by bidders and no counter conditions will be entertained.

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27. Any bid that does not meet the requirement in the Techno-commercial bid is liable for rejection without further notice.
28. HPCL reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.
29. HPCL reserves the right to extend the tender due date.
30. HPCL is not responsible for any delay in submission of bids by the vendor.
31. **Corrigenda/Addenda:**
- (i) At any time prior to the bid due date, HPCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.
  - (ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted only on the website <http://etender.hpcl.co.in> indicated in clause 3 above. Bidders should regularly visit this website to keep themselves updated.
  - (iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted in the e-procurement system on the website <http://etender.hpcl.co.in>.
  - (iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.
32. **Extension of Due date:**  
In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, HPCL may, at its discretion, also extend the bid due date.
33. HPCL reserves the right to make any changes in the terms and conditions without any intimation.
34. HPCL reserves the right to reject any or all bids received incomplete.
35. The vendors should have acquired clearance from all statutory authorities as applicable.
36. HPCL reserves the right to reveal the contents of the bid documents submitted by the bidder / tenderer during the process of opening of witness bid as per prevailing policy of the corporation.
37. **Inspection by HPCL or HPCL Authorized Third Party Inspection Agency**
- i. HPCL may engage third party for inspection of materials/Finished good and vendor to provide all necessary assistance for carrying out the inspection in his premises.
  - ii. No dispatch of materials should be done without third party inspection and clearance report.
  - iii. Scope of Third Party Inspection and Quality Assurance Plan are given in this tender

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### **38. Order of Precedence:**

- i. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.
- ii. In case of contradictions between various sections of the tender document, the Work Description shall supersede Specification and Drawings and Special Terms & Conditions shall supersede instructions to tenderers, particular clauses of General Terms & Conditions or clauses stated elsewhere

### **39. Miscellaneous**

- a. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- b. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India
- c. This Tender is not transferable . All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- d. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.
- e. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.
- f. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- g. Courts in the city of Mumbai alone 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.
- h. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage, non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.

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- i. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

**40. Other:**

- a. Tenderer should ensure that they submit their offer before the due date & time of tender.  
b. An offer may not be considered, if HPCL is unable to evaluate the same for want of any information.

**41. Pre Bid Meeting:**

Pre bid meeting will be conducted on 03.03.2017 at following address:-  
Conference Halll 10<sup>th</sup> floor  
Marathon Futurex Building – A Wing,  
Mafatlal Mills Compound,  
N.M. Joshi Marg,, Mumbai – 400 013  
Tel. No. 022-23030073/79

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**Abbreviations used in this Tender**

No.	Abbreviation	Meaning
1	PO	Purchase Order
2	LOA	Letter of Acceptance
3	CAMC	Comprehensive Annual Maintenance Contract
4	PQC	Pre-qualification Criteria
5	PAN	Permanent Account Number
6	EMD	Earnest Money Deposit
7	BG	Bank Guarantee
8	CPBG	Composite Performance Bank Guarantee
9	SD	Security Deposit
10	MSE	Micro & Small Enterprises
11	VAT	Value Added Tax
12	CST	Central Sales Tax
13	DD	Demand Draft
14	GTC	General Terms and Conditions
15	SBI	State Bank Of India
16	PLR	Prime Lending Rate

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## Techno-Commercial Bid

Indian Steel Manufacturers registered with Bureau of Indian Standards (BIS), distributors, stockists, who are suppliers of MS Steel Plates conforming to IS 2062: 2011 Grade E250, quality A/B0/BR/C fulfilling the Pre-Qualification Criteria given in this tender document can participate in this tender.

## Pre- Qualification Criteria (PQC)

The bidders are required to meet the following **Financial & Technical Pre-Qualification Criteria (PQC), failing which their bids will not be taken up for evaluation:**

### 1. Financial:

- a. The Schedule wise Minimum Average Annual Financial Turnover during the last three financial years ending 31.03.2016 should be as given in the Table below.

Sr. No.	Schedule	Avg Annual Financial Turnover Value Rs Cr.
1	MAH & Goa	2.0
2	Uttar Pradesh	1.1
3	Madhya Pradesh	0.8
4	WB & Odisha	0.5
5	Bihar	0.5
6	Uttarakhand	0.2
7	Guwahati, Raipur & Ranchi	0.1
	<b>Total</b>	<b>5.2</b>

- b. In case the bidder is participating in more than one Schedule, the required annual turnover will be the sum of the required turnover amount corresponding to the chosen Schedules as illustrated below:

#### Illustration

Schedules Chosen for Bidding	Minimum Average Annual turnover (In Rs. Cr.)
Combining 1 ,2 ,3 & 4	4.4
Combining 5,6 & 7	0.8
All Schedules	<b>5.2</b>

- c. The bidder has to submit Audited Financial Statements for the last 3 immediately completed financial years. **While computing the Annual Turnover, other income shall not be considered.**
- d. Average Turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/those years shall

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be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years – to determine the conformity to the turnover criteria.

## 2. Technical:

- a. Bidder should have successfully executed in any continuous period of 12 months during the last 7 years ending on 31.01.2017, Similar Works\* of value as given in the table below for the schedule chosen for bidding:

Value of Similar Work Orders					
Sr. No.	Name of Schedule	Three completed work orders each of minimum value in Rs Cr	Two completed work orders each of minimum value in Rs Cr	OR	One completed work order of minimum value in Rs Cr
1	MAH & Goa	1.9	2.4		3.8
2	Uttar Pradesh	1.0	1.3		2.1
3	Madhya Pradesh	0.7	0.9		1.5
4	WB & Odisha	0.5	0.6		0.9
5	Bihar	0.4	0.5		0.9
6	Uttarakhand	0.2	0.2		0.4
7	Guwahati, Raipur & Ranchi	0.1	0.2		0.3
	Total	4.9	6.1		9.7

### \*Similar work above means:

Supply of MS Steel Plates conforming to IS 2062: 2011 Grade E250 quality A/B0/BR/C.

- b. In case the bidder is participating in **more than one Schedule**, the required value of similar work orders will be the sum of the work order values corresponding to the chosen schedules as illustrated in the table below:

#### Illustration

Bidder participation in Schedules	Three completed work orders each of minimum value in Rs Cr	Two completed work orders each of minimum value in Rs Cr	One completed work order of minimum value in Rs Cr
Combining 1 & 2	2.9	3.7	5.9
Combining 3, 4 & 5	1.6	2.0	3.3
All Schedules	4.9	6.1	9.7

- c. Bidders are required to meet both the above criteria 1 and 2 for qualifying.  
d. Not meeting any of the above criteria shall render the bid liable for rejection.  
e. Offers received without the proof for pre-qualification as specified in this tender are liable to be rejected without any further communication to the bidders.

## 3. Documents for Submission:

The Bidders have to submit the following documents in support of the Pre-qualification requirement:

- a. **PQC - Financial:**

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- 1) Audited Balance Sheet – (self-certified)
- 2) Audited Profit and Loss account (self-certified)

The above documents to be submitted for the last three financial years i.e. 2013-14 & 2014-15 and 2015-16, ending 31.03.2016.

**b. PQC - Technical Experience & specific criteria:**

- 1) **Mandatory Document** #: Purchase Order or Work Order  
And
- 2) **Any One** of the below mentioned documents:
  - i. Certificate of Completion of Work order \$\$ OR
  - ii. Certified bills \$\$ OR
  - iii. Proof of payment \$\$

*# - Submission of the Purchase Order / Work Order is mandatory and it should clearly mention the details of supplies made by the vendor so as to enable us to identify whether the vendor meets the technical criteria stipulated above or not.*

*\$\$ - The Completion Certificate, Certified bills, Proof of Payment and any other document submitted in lieu of the documents sought at Sr. No. 2 above should be certified by the owner/client (for whom the job has been executed) specifically having mention of the jobs carried out in support of meeting the technical criteria as stipulated above.*

4. **Bids not meeting the Pre-Qualification Criteria (Financial & Technical) given above will not be considered for evaluation.**
5. Bidders are required to upload copy of Permanent Account Number (PAN) Card in the space provided under section 'Annexures for Uploading by Bidder'. The document to be accompanied with the declaration (Annexure 9).
6. Supporting Documents pertaining to Pre-Qualification Criteria namely PQC-Technical & PQC - Financial have to be uploaded as per the provisions made in the e-procurement portal in the Section 'Annexures to be uploaded by Bidder'.
7. Bidder shall furnish documentary evidence (separately for each work order) in support of their fulfilling the qualifying requirements
8. HPCL reserves the right to seek information / documents from bidders, in addition to details furnished in original bid, to complete the evaluation
9. Bidders are required to submit the details pertaining to Financial & Technical Criteria in Annexure 8 (provided under section 'Annexures for uploading by Bidders') along with the supporting documents.

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## Special Terms and Conditions

### 1. Scope of Work:

This tender is floated for a Supply of **3200** MT of structural quality steel plates conforming to IS **2062: 2011 Grade E250 quality A/B0/BR/C** to various locations under WZ , NCZ & EZ

### 2. Tender Schedules

This tender is being floated with **6 main** Schedules representing Steel Plate requirement of various grades. The schedules are tabulated below:

Sr. No.	Schedule Name	QTY (MT).	Reverse Auction
1	MAH & Goa	1224	Y
2	Uttar Pradesh	668	Y
3	Madhya Pradesh	481	Y
4	WB & Odisha	330	Y
5	Bihar	280	Y
6	Uttarakhand	117	
7	Guwahati, Raipur & Ranchi	100	
	<b>Total</b>	<b>3200</b>	

### 3. Deviations:

- a. The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations.
- b. Offers received from bidders, stipulating deviations to any of the following clauses, will not be considered for priced bid evaluation:
  - i. Earnest Money Deposit, Security Deposit & Retention Money.
  - ii. Suspension & Termination
  - iii. Price Reduction Clause
  - iv. Force Majeure
  - v. Scope of work
  - vi. Arbitration & Integrity Pact
  - vii. Firm Prices
  - viii. Delivery Period
- c. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the above clauses. In case, bidders refuse to withdraw the deviation against above clauses, the offers shall be liable for rejection without any further correspondence with them.

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d. Deviation sought if any, by the bidder should be ***submitted through the Deviation Form of the Technical Bid of this tender. Any deviation not mentioned in this Deviation Form provided in Technical Bid shall not be considered and such tenders will be evaluated considering only the deviations, if any, mentioned in the Deviation Form.***

**e. Loading Factor for Deviations:**

Following method will be followed for evaluation of Lowest Bidder (L1) for deviations raised by any Bidder against payment terms provided these deviations are not withdrawn during Technical Evaluation stage:

If bidders raise deviation against payment terms, interest for early payment i.e. **SBI PLR + 1 %** will be loaded against the quoted rate to arrive at lowest bidder. SBI PLR at the prevailing rate at the time of tender due date will be considered.

**4. Evaluation of Bids:**

- i. Only those offers that qualify in Pre-Qualification Criteria shall be considered for the Techno-commercial bid evaluation and only those offers which qualify in techno-commercial evaluation will be taken up for schedule wise evaluation of Price Bids.
- ii. Evaluation of Price bids will be carried out on the basis of Schedule wise lowest outgo to HPCL

**5. Reverse Auction:**

- i. HPCL reserves its right to conduct Reverse Auction for this tender.
- ii. Reverse Auction shall be carried out for **the five** schedules viz., Maharashtra & Goa, Uttar Pradesh, West Bengal & Odisha, Madhya Pradesh and Bihar
- iii. The Reverse auction process will be conducted through HPCL reverse auction module.
- iv. Only those offers that qualify in the Techno-commercial bid evaluation shall be considered for Reverse Auction.
- v. Terms & conditions and Procedure of Reverse Auction are given **in this tender**
- vi. While submitting bids, Bidders are required to confirm their willingness to participate in the "online Reverse Auction" Bidders are also required to confirm compliance with the terms and conditions and procedure of Reverse Auction. Non acceptance of participation in reverse auction process may lead to rejection of the bids without any further evaluation.
- vii. Once the quoted price is accepted and contract finalized with the successful tenderer, the rates shall remain firm for all the call up orders placed for the entire order quantity
- viii. The calls up will be placed on need basis

Unsolicited/conditional discounts if offered by any party will not be considered and offer of party offering such unsolicited discounts are liable to be rejected.

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## **Commercial Terms & Conditions:**

### **6. Earnest Money Deposit (EMD): EMD is not applicable for this tender**

### **7. Price Bid:**

- a) The price bid shall consist of 7 schedules and a bidder is required to quote for at least one schedule.
- b) A bidder participating in a Schedule is required to quote for all the line items in it.
- c) Where HPCL is eligible for tax credit, vendor shall be paid only upon submission of a valid Tax Invoice.
- d) The prices are to be quoted considering strictly in the format given below: **Validity of the bids will be for a period of 120 days from the due date of the tender.**
- e) **Price-bid format:** Bidders are advised to ensure that the Price Bid is quoted and uploaded in the e-procurement system **duly considering** Basic cost, packing charges, loading charges, Insurance and any other charges, Excise Duty including cess, Freight, VAT/CST, Third Party Inspection Charges, Octroi/Entry tax, **strictly in the format given below:**

A	Basic Price (Rs./MT)	XXXXXXXXXX
B	Packing Charges	A* Packing charges Rate
C	Excise duty	C = (A+B) * ED Rate
D	Freight	A* Freight Rate
E	VAT /CST	E=(A+B+C+D) * VAT/CST Rate
F	Inspection charges	A* Inspection charges Rate
G	Octroi/Entry Tax	G = (A+B+C+D+E+F) * Octroi/Entry tax Rate
H	Delivered Price	H = (A+B+C+D+E+F+G)
I	VAT Credit	E (with -ve sign)
J	Net Delivered Price	J = H+I (I is -ve)

**Note:** Bidders should quote all the price elements from B to G and VAT credit I above, **only as percentage**

- f) In case of any of the price elements (such as loading charges, insurance etc.) are included in the basic price, the fields provided for the same in the price bid should be left blank.
- g) Bidders to make a note to quote -ve (negative) sign for VAT credit wherever applicable.
- h) In the tax elements in the e-procurement system the label 'Others1/2/3' to be renamed as VAT Credit as the case be and accordingly figure to be entered in the system.
- i) **Bidders have to ensure that Rates/Prices (A & J above) are not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.**
- j) Bidders are advised **Not to Quote all-inclusive** Price (that is, without break up) failing which the bids are liable to be **Rejected** without any further communication.
- k) Absolute values will not be accepted for any price element.

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**D) Bidders to submit the details of taxes strictly as given in above price bid format. In case bids are not uploaded in the above format with taxes and other price elements in percentages the bids are liable to be rejected.**

#### **8. Taxes & Duties:**

- i. Excise Duty, Central Sales Tax, VAT, Service Tax, Entry Tax, Octroi etc. as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer submitted along with the unpriced bid, against documentary evidence to be furnished by the vendor.
- ii. Corporation shall pay only those taxes, duties and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (**prior to opening of priced bids**).
- iii. Taxes, Duties, and Levies **not indicated by vendor** in the unpriced Bid, but payable, shall be to Supplier's account.
- iv. In case of **any increase/decrease** applicable in Excise Duty, Central Sales Tax, VAT, Service Tax, Entry Tax, Octroi etc. indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation **shall reimburse/ adjust** the increase/ decrease in taxes & duties on satisfactory supporting documents.
- v. Escalation/ de-escalation on any other account will not be permitted.
- vi. HPCL is entitled for VAT input tax credit only in Maharashtra. Vendor should submit VAT registration certificate of Maharashtra to avail VAT input tax credit. Without VAT registration certificate applicable VAT will be considered for evaluation.
- vii. **HPCL will not issue C Form for any of the above locations**, hence vendor to charge full applicable CST.
- viii. In case goods are not supplied within the scheduled delivery period, then any increase in the statutory levies shall be on vendors account.
- ix. However, no escalation will be paid on account of Excise duty rate change in case turnover of the successful vendor exceeds his concessional limit and taxes, levies imposed on account of increase in the annual turnover of the successful tenderer.
- x. Vendor shall be responsible for availing all applicable concessions in taxes, duties, levies etc. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- xi. Vendor to provide required transaction document (Tax Invoice) to enable Corporation to claim Cenvat credit / Service Tax credit / VAT Input Credit. In the event of VAT set off /ITC credit become non claimable due to non-adherence of procedures at tenderers end or change in Cenvat credit/Service Tax credit/ VAT Input Credit norms, the differential shall be claimed from such tenderers.
- xii. Octroi and/or Entry tax should be loaded as in the above price bid format and the same will not be paid extra
- xiii. Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid.

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xiv. **Transit insurance:** shall be arranged by the bidder.

#### 9. Road Permit/Way Bill Clause

- i. Suppliers/Contractors shall arrange Road Permits/Waybills by themselves and comply with the statutory laws of the concerned state and in case Entry Tax/Purchase Tax/Local Body Tax is applicable the same shall be discharged by the vendor. This amount will be reimbursed to the vendor on submission of documentary evidence.
- ii. In case as per state laws the issuance of Road Permit/Waybill is to be arranged by the buyer, HPCL will arrange to issue Road Permit/Waybill. In case Entry Tax/ Purchase Tax/ Local Body Tax is applicable on the buyer such tax shall be paid and the same will be adjusted against the payments due to vendors against their bills.
- iii. **Vendor to consider Entry tax/ Octroi as given below**

Sr No	State	Entry tax/ Octroi in %
1	Mumbai	3
2	Uttar Pradesh	1
3	Bihar	5
4	West Bengal	1
5	Odisha	1
6	Guwahati	2

#### 10. Payment Terms:

- a. 100% Payment will be made within 15 days of receipt of material along with relevant documents (TPI endorsed QAP, IRN & MTC, if applicable) & Invoice.
- b. The payment will be released from respective Zonal offices covering the locations where the Materials are delivered/works are carried out as the case may be.
- c. **Documents for Payment to be submitted along with the invoice:**  
All documents listed below should be submitted along with the invoice for release of payment;
  - i. Tax Invoice
  - ii. Receipt copy of Delivery Chalan
  - iii. Lorry Receipt/GR
  - iv. Inspection Release Note along with Test Certificates
  - v. Original Receipt for Octroi/Entry Tax payment

**11.** One set of these documents shall be sent by vendor to the originator of the call ups /consignee also along with the material. Please note that in the absence of above documents, the material will not be accepted at site.

#### 12. Security Deposit (SD) & Retention Money:

- i. Successful parties will be required to furnish Security Deposit of 1% of PO Value. The Security Deposit is to be submitted to respective locations as given below:

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Sr. No.	Name of Schedule	Place of submission of Security Deposit Retail Upgradation department of respective Zonal Office
1	MAH & Goa	WZ
2	Madhya Pradesh	
3	Uttar Pradesh	NCZ
4	Bihar	
5	Uttarakhand	
6	WB & Odisha	EZ
7	Guwahati, Raipur & Ranchi	

- ii. Additionally, retention money shall be deducted @ 10% of the total value of the Running Account and Final Bill by HPCL towards any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract, free of interest.
- iii. Alternatively, a Composite Performance Bank Guarantee (CPBG) for 10% of PO value will be accepted in lieu of Security Deposit and deduction of retention money; such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

### **13. Price reduction:**

- i. In case of delayed delivery, prices will be reduced @0.5% of the total basic order value for every week of delay or part thereof subject to a maximum @ 5% of the total basic order value.
- ii. Price Reduction shall be applicable only on the basic cost and on full complete week(s) and for fractional weeks Price reduction shall be applicable on pro-rata, if any.
- iii. Price Reduction shall be applicable on basic value on delayed delivery portion in the contractual delivery period.

## **Other Terms and Conditions**

### **14. Purchase Preference to MSE:**

- i. Please note that the order placed against this tender will conform to the rules and regulations of the Government of India as advised from time to time.
- ii. In this tender benefit under the Public Procurement Policy shall apply to Micro and Small Enterprises (MSE) registered with District **Industries** Centres or Khadi and

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Village Industries Commissioner 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.

- iii. The above allocation to MSE shall be applicable only for the Schedules Tamilnadu, Mathura & Suryapet. However the total tender value shall be considered.
- iv. While allocating to MSE, the Minimum order quantity considered per Location shall be 20 MT which is approximate truck load quantity
- v. In case L1 ranked bidder is someone other than an MSE, participating MSE bidders quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price and such MSE bidders shall be allowed to supply up to 20% of total tendered value.
- vi. In case of more than one such MSE bidder, this portion (20% total tendered quantity) shall be distributed equally among them, subject to a maximum of 2 (Two) such MSEs.
- vii. Further, in case more than 2 MSE bidders are present in the band L1+15%, willing to match L1 price, the first 2 (two) MSE bidders in the order of ranking shall be considered.
- viii. In case there are multiple MSE vendors in the same rank, further ranking shall be carried out in the descending order of Average Annual Turnover over past three years
- ix. Out of 20 per cent allocation for Micro and Small Enterprises, a sub-allocation of 20 per cent (i.e. 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
- x. In case of non-acceptance of preferential offer as above by MSE, the entire quantity shall be offered to the L-1 vendor

#### **15. Validity of Pre-Qualification:**

The validity of the pre-Qualification in this tender shall be 12 months. That is, HPCL reserves the right to consider the vendors meeting the Pre-Qualification requirement as also qualifying in the Techno-Commercial Bid of this tender, for issue of price inquiries during a period of 12 (twelve) months from Tender Due date of this tender.

#### **16. Delivery / Completion Period:**

The contractor should complete the entire supply for full call up ordered quantity within **6 weeks** from the date of call up

#### **17. Defect Liability Period:**

Defect Liability Period will be for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this defect liability period, the supplies made against this order shall be fully guaranteed against any

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manufacturing defects/ poor workmanship/inferior design or quality etc. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with dispatch documents. CPBG would be required to be furnished as explained in the next clause on "Security Deposit".

### **18. Inspection of Material:**

- a. **Third Party Inspection (TPI)** of Steel Plates is **mandatory**, irrespective of whether supplier is a manufacturer or distributor or stockist.
- b. TPI is required to be carried out as given under the section "Scope of Third Party Inspection" under section "Technical Specifications" and approved Quality Assurance Plan (QAP) given in the tender
- c. TPI has to be arranged by vendor at his own cost through any one of the following Third Party Agencies:
  - i. EIL
  - ii. LLOYD
  - iii. DNV
  - iv. LRIS
  - v. IRS
  - vi. TUV
  - vii. UL INDIA Pvt. Ltd.
  - viii. Project Development India Limited (PDIL)
  - ix. RITES.
- d. Additionally, HPCL reserves the right to inspect the material at the Works of the vendor directly or through a Third Party Inspection Agency. Vendor to facilitate the inspection by making complete arrangements at no extra cost.
- e. The vendor shall arrange TPI at his cost for the Steel plates as per the scope of TPI and approved Quality Assurance plan prior to dispatch of the steel plates from the site and the plates shall be dispatched only after clearance from the TPI

### **19. Acceptance of the Offer by the Corporation:**

- i. Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.
- ii. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.
- iii. The Corporation 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 in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer. Purchase / price preference as applicable would be given to Central Public Sector

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Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. 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.

## 20. Submission of Bids

Bids are required to be submitted in 2 parts- **Techno Commercial Bid** and **Priced Bid**

### a) Techno Commercial Bid

The techno commercial bid shall include the following –

- i. Integrity Pact duly signed & witnessed
- ii. Attachments/ Annexures only as sought through the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- iii. Details for Financial & Technical Criteria with supporting documents.
- iv. Copies of Tax Registrations.
- v. Copies of Registration Certificate under NSIC, MSE etc.
- vi. Declarations – Delisting, Particulars of Tenderer for Service Tax, PAN No.
- vii. Particulars of Bidder & Organization details in Annexure 7
- viii. Price Bid format for Taxes duly filled
- ix. **Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

### b) Submission of Price Bid

- i. The prices are to be offered **only in the price bid** document of e-tender against the Tendered quantity.
- ii. It is **mandatory to quote for at least one Schedule** if applicable
- iii. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- iv. Validity of the Offer: The offer shall be valid for a period of **120 days** from the due date/ extended due date of opening of the un-priced bid.

## 21. Distribution of Order/Selection of Vendors:

### a. Maharashtra & Goa, Uttar Pradesh & Madhya Pradesh:

Contract shall be awarded to two parties in the ratio of 60:40 that is, L1 shall be awarded 60% order& L2 shall be awarded 40%, subject to matching of our counter offered L1 rates.

In case two or more parties are found with same ranking, then the order will be equally distributed among them as illustrated below:

#### Example:

L1:L2 = 60:40

L1: L1 = 50:50

L1: L2: L2: = 60:20:20

**Any other combination shall be addressed similarly.**

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**b. Bihar, Uttarakhand, West Bengal & Odisha and Guwahati, Ranchi & Raipur**

**100% order will be placed on L1 bidder.**

In case two or more parties are found with same ranking, then the job/s will be equally distributed among them as illustrated below:

**Example:**

L1: = 100

L1: L1 = 50:50

**Any other combination shall be addressed similarly.**

**22. Counter Offer**

In case L1 bidder's rates for all the items are lower than L2 bidders, then all the L1 bidders rates will be counter offered to L2 bidders .

**ELSE**

L2 bidders will be counter offered an overall flat discount on their quoted rates for all items so that the revised overall landed cost of the L2 bidders matches the overall landed cost of the L1 bidder.

- i. *The entire process of counter offering as above shall be done in the order of original ranking. In case of non-acceptance of counter offered rates by L2 bidders, HPCL shall reserve the right to offer the balance quantity at L1 rates to other bidders in the order of original ranking.*
- ii. ***In the event of non- acceptance of counter offered rates by any of the bidders for a schedule, entire quantity will be awarded to L1 bidder***
- iii. *In the event only 2 (Two) responses are received for a Schedule, the contract will be awarded in the ratio of 60:40 to L1 & L2 bidders respectively and if only 1 (One) response is received for a Schedule, 100 percent work will be awarded to the sole L1 bidder*

**23. Delivery Terms:**

- a. Delivery shall be Free to Destination location.
- b. Vendor shall ensure that they do not exceed the Tonnage quantity ordered on them.
- c. Any excess quantity supplied is at Supplier's risk
- d. Vendor shall not exceed the purchase order quantity

**24. Call Up Orders:**

- a. Once the quoted price is accepted and contract finalized with the successful tenderer, the rates shall remain firm for all the call up orders placed for the entire order quantity
- b. The call up orders will be placed on need basis

**25. Inspection by HPCL or HPCL Authorized Third Party Inspection Agency:**

- i. HPCL may engage third party for inspection of materials/Finished good and vendor to provide all necessary assistance for carrying out the inspection in his premises. HPCL &/or HPCL authorized Third Party Inspection Agency will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises / workshop of any person, firm or corporation where work

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in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall provide his full assistance to carry out such inspection.

- ii. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.
- iii. No dispatch of materials should be done without third party inspection and clearance report
- iv. The Third Party Inspection is clearly described in this tender document.

#### 26. Unloading:

Unloading & stacking will be arranged by consignee (HPCL Location in charge/ site in charge, etc.). However, advance information regarding expected date of delivery to Site In-charge must be given well in time (minimum 3 days in advance) for making unloading arrangements under advice to HPCL.

#### 27. Order of Precedence:

- a. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.
- b. In case of contradictions between various sections of the tender document, the Work Description shall supersede Specification and Drawings and Special Terms & Conditions shall supersede instructions to tenderers, particular clauses of General Terms & Conditions or clauses stated elsewhere

#### 28. Miscellaneous:

- a. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- b. HPCL shall follow / Price Preference as per prevailing guidelines of Government of India.
- c. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses. In case of contradictions between various sections of the tender document, the **Work Description** shall supersede Specification And Drawings and **Special Terms & Conditions** shall supersede **Instructions to bidders, particular clauses of General Terms & Conditions** or clauses stated elsewhere.
- d. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- e. The prices quoted by the Bidder shall be firm during the validity period of the bid and Bidder agrees to keep the bid alive and valid during the said period. In case the bidder revokes or cancels the tender or varies any of terms of the tender without the Consent

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of the Owner, in writing, the Bidder forfeits the right to the refund of the Earnest Money paid along with the tender.

- f. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.
- g. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- h. Courts in the city of Mumbai alone 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.
- i. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation , in case of withdrawal of offer at any stage , non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- j. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

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## Technical Specifications

### 1. Scope of Work:

This tender is floated for a Supply of 3200 MT of structural quality steel plates conforming to IS 2062: 2011 Grade E250 quality A/B0/BR/C to various locations under WZ , NCZ & EZ

#### General:

Plates supplied to this specification shall conform to **IS 2062: 2011 Grade E250 quality A/B0/BR/C** with additional requirement mentioned herein.

- i. The plates shall be free from surface flaws, laminations and any other harmful defects.
  - ii. The tolerance for plate thickness, width and length shall be ZERO in negative side and the tolerance for plate thickness, width and length on the positive side shall be in line with the tolerance limit(s) specified in the latest issue of IS : 2062 in accordance with IS 1852 –latest edition.
  - iii. In the event the bidder offers plates of lesser thickness and width for any of the tendered items, the offer(s) of such item (s) shall be liable for rejection. Final rolling shall be lengthwise.
  - iv. The plates shall be free from injuries and defects and shall have workmanlike finish.
  - v. Reconditioning / repair of plates by welding is not permitted.
  - vi. Invoicing should be based on actual weight of the plates supplied and it should be within the maximum tolerance allowed for steel plate in IS 1852 latest edition.
2. **Compliance with IS 2062-2011:**
- a. The steel plates shall have **Mechanical Properties, Chemical Composition, Chemical properties, Surface condition and Dimensions** in strict compliance with IS 2062-2011
3. **Supplementary Technical Requirements:**
- i. **Quality Assurance Plan (QAP)** provided in this tender is to be **strictly adhered** to.
  - ii. Stamping of name of Manufacturer
  - iii. The manufacturer shall possess valid BIS certification licence for IS: 2062.
  - iv. Each plate in each pack shall carry BIS certification / Licence number vividly.
  - v. In the event the bidder offers plates of higher grades than Gr E-250 as per IS: 2062, then the plates of such higher grade(s) shall conform to the latest issue of IS: 2062-2011 and accordingly the TPI agency shall carry out the inspection of the plates for such higher grade(s).
  - vi. The manufacturer/distributor shall perform all tests required in accordance with IS: 2062-2011 and furnish Certificates of the same.
  - vii. Additionally visual inspection reports shall be furnished by the manufacturer duly
  - viii. Indicating dimensional checks and confirming that the plates are free from surface flaws, laminations and any other harmful defects.

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#### 4. Scope of Third Party Inspection:

- a. The material has to be inspected by any one of the following third party inspection agencies: 1. EIL 2. LLOYD 3. DNV 4. LRIS 5. IRS 6. TUV 7. UL INDIA PVT. LTD. 8. Project Development India Limited (PDIL) 9. RITES
- b. The Material shall be inspected by Third Party inspection agency (TPI) in line with the QAP document.
- c. All materials despatched to Site must be accompanied by TPI Release Notes.
- d. The TPI release notes for the steel plates shall carry
  - i. TPI endorsement that the plates conform to the technical specifications of IS 2062-2011 and
  - ii. Establish complete correlation between the supplied steel plates and the original Heat through various test certificates and other documents

#### 5. Certified Documents :

- a. All steel plates should be supplied with original test certificates.
- b. **Material Test Certificates** shall be provided along with the supply of Material.
- c. The manufacturer/distributor shall furnish 2 copies of all Certificates/documents inclusive of all Test certificates and TPI inspection release notes required as per this specification before shipment. The actual values obtained shall be recorded in the test certificates. Material certificates shall conform to DIN 50049 / Type 3.1B.

#### 6. Packing & marking

- a. All steel plates should have original **mill heat marking** for proper identification
- b. All steel plates shall be **packed in bundles** by using steel strips and same shall be sealed so that there is no loss of plates in-transit.
- c. All the plates shall carry **marking of:**
  - i. Coil No.
  - ii. Heat No.
  - iii. Manufacturer Logo
  - iv. Plate No.
  - v. Size,
  - vi. Specification – Grade
- d. No painting / coating of any kind is permitted on steel plates.

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## Quality Assurance Plan

FOR MS PLATES CONFORMING TO IS 2062: 2011 COMMON FOR BOTH MANUFACTURERS AND DISTRIBUTORS

Description	Stage	Type of Check	Sampling	Spec/Reference/Acceptance Norms	Records / Documents	Manufacturer		Distributor		Remarks
						Supplier	TPI Agency	Supplier	TPI Agency	
<b>Chemical Analysis</b>	<b>Raw Material Inspection</b>	Ladle Analysis (Spectro Analysis)	2 per Heat	IS 2062-2011	Ladle Analysis report	Perform (P)	Review	Report	Review & Correlate	
		Product Analysis	Min 1 no. Per Heat for each	IS Codes & PO	Product Analysis report	Perform	Witness	Report	Review & Correlate	
		Heat treat (if applicable)	100%	IS Codes & PO	Heat treatment charts /reports	Perform	Witness	Report	Review & Correlate	
<b>Mechanical Tests</b>		<b>Tensile Strength</b>	2 per Heat for each Thickness	IS 2062-2011	Test Report	Perform	Witness	Report	Review & Correlate	
		<b>Yield Strength</b>	2 per heat	IS 2062-2011 & Codes referred	Test Report	Perform	Witness	Report	Review & Correlate	
		<b>Elongation</b>	2 per heat	IS 2062-2011 & Codes referred	Test Report	Perform	Witness	Report	Review & Correlate	
		<b>Bend</b>	2 per heat	IS 2062-2011 & Codes referred	Test Report	Perform	Witness	Report	Review & Correlate	
		<b>Charpy Impact @ RT</b>	1 set of 3 coupons per heat	IS 2062-2011 & Codes referred	Test Report	Perform	Witness	Report	Review & Correlate	
		<b>Impact Test - for thickness 12mm</b>	1 per heat	IS 2062-2011 &	Test Report	Perform	Witness	Report	Review & Correlate	

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		& Above		Codes referred						
		Y-Groove test - for Grade E250 C -  12mm & Above	2 per heat	IS 2062-2011 &  Codes referred	Test Report	Perform	Witness	Report	Review & Correlate	
NDT - Visual		Conformance Test	100%	IS 2062-2011 &  Codes referred	Inspection Reports	Perform	Witness	Report	Review & Correlate	
		Dimensional	3 per thickness - from random bundle	IS 1852	Inspection Reports	Perform	Witness	Report	Review & Correlate	
		Ultrasonic Flaw detection -12mm  & Above	Min. 10% of each Heat	ASTM SA 435 / 435M	NDT Reports	Perform and Witness	Review & Witness	Report	Review & Correlate	
		Heat No. and Correlation with TC	100%		Reports	Perform	Witness	Report	Review & Correlate	
		MTC Review	100%		Reports	Submit	Record &	Report	Review & Correlate	
Surface		Surface condition - free from flaws, Laminations, Any other	100%	IS 2062-2011 &  Codes referred	Inspection reports	Perform	Witness	Report	Review & Correlate	
Marking - Visual		Manufacturer's name , Logo	100%			Perform	Witness	Report	Review & Correlate	
Documentation		Verification for Completeness,  Compilation of Inspection test records,  of TPI certified	100%	IS 2062-2011 &  Codes referred  therein	Final reports	Perform	Witness	Report	Review & Correlate	

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## **PRICE BID**

**To be filled on line in the e procurement site <http://eproc.hpcl.co.in>**

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

### **1. PRELIMINARY**

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

### **2. DEFINITIONS**

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

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- b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. "Inspectors": Inspectors deputed by Corporation.
- g. "Total Order Value' means:-
- i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
  - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. 'Total Order Value' shall be considered for the purpose of calculation of:
1. Price reduction on account of delay
  2. Performance bank Guarantee Amount
  3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

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

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

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

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

### **5. SALES CONDITIONS**

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

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## **6. COMPLETE AGREEMENT**

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

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

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

## **8. OFFICIAL INSTITUTIONAL TESTING**

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all

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coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.

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

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

- a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
- i. Unit net weight
  - ii. Unit gross weight (packing included)
  - iii. Dimensions of packing.

#### **10. DESPATCH INSTRUCTIONS**

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

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

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

#### **12. SPARE PARTS**

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

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

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

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

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days

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without any compensation; or without prejudice to any reduction in price already accrued on account of delay.

- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

## **15. CONTROL REGULATIONS**

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

## **16. TRANSIT RISK**

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

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

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

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

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

NOTE :

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

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

- a. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-Charge/Site-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts

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shall not be counted for the Contract period. Once decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the job within such extended period of time.

- b. If Contractor is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then Contractor shall notify Owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

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

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

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

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

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

## **22. PRICE As per price escalation de\_escalation clause mentioned earlier**

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

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

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

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

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

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees

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envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.

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

## **26. TERMS OF PAYMENT**

- a. The following payment terms shall be applicable:
  - i. 75% of the bill amount duly recommended by user on receipt of materials / documents at HPCL shall be paid within 7 days of receipt of bill.
  - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
  - i. Delivery Challan / Lorry Receipt.
  - ii. Manufacturer's Test Certificate
  - iii. Inspection/Clearance report
  - iv. Manufacturer's Guarantee Certificate

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- v. Performance Bank Guarantee for 10% Basic Order Value
- vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from Scheduled / Nationalised Banks other than cooperative banks in India and as per HPCL's proforma.
- h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

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

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

## **28. CHANGES**

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

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

- a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
  - i. The vendor fails to comply with the terms of this purchase order.
  - ii. The vendor fails to delivery the goods on time and / or replace the rejected goods promptly.
  - iii. The Vendor becomes bankrupt or goes into liquidation.
  - iv. The vendor makes a general assignment for the benefit of creditors.
  - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.
- c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other

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vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.

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

### 30. PATENTS AND ROYALTIES

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

### 31. PERFORMANCE GUARANTEE

- a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.
- b. **® Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks). Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:**
- All items (other than CVR items) : 10% of PO value
  - For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower.

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

### 32. NON WAIVER

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

### 33. NON ASSIGNMENT

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

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

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

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

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

#### **36. TECHNICAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

### **41. ARBITRATION**

- a. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination,

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foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

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

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- i. Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- j. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- k. The Appointing Authority is the Functional Director\* of Hindustan Petroleum Corporation Limited.
- l. Procurement Authorities may mention, if considered necessary, the proper designation such as Director-Refineries, etc.

#### 42. JURISDICTION

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

#### CLAUSE

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/information:
  - i. Name of the Bidder
  - ii. Address of the Bidder
  - iii. Validity of the Registration
  - iv. Items for which the Bidder is registered
  - v. Monetary Limit
and acknowledged copy of Entrepreneurs Memorandum Part II
- c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

#### 1.0 Preference to MSEs

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:
  - i. Issue of Tender Documents to MSEs free of cost.
  - ii. Exemption to MSEs from payment of EMD.

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

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

c. MSE bidder shall submit the following:

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

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

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

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

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

Offer shall be valid for 4 months from the due date / extended due date of the tender enquiry.

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

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

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

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

#### **46. GENERAL:**

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

b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent

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establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online).

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

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

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

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

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

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**End of Document**

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Tender Published On : 21-Feb-2017 10:56

IP

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact_260	IP_260.pdf	-	No

**Agreement under Integrity Pact**

Date : 21.02.2017

To,

**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**Sub : Procurement of Bidding Documents**

**Ref.Tender no. 16000260-HD-10157 – Supply of steel plates to ROs under WZ,NCZ & EZ**

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) 120 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 120 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

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

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

Yours faithfully,

Yours faithfully,

(BIDDER)



(BUYER)  
M K Rao  
Ch Category Manager – CPO(M)

## **INTEGRITY PACT**

### **PRE-CONTRACT 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 acting 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 **MS Steel Plates conforming to IS 2062:2011 Grade E 250 quality A/B0/BR/** 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 the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

#### **Commitments of the Buyer**

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

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

2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Commitments of Bidders**

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any 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 for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

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

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

#### 4. Previous Transgression

4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.

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

## **5 Earnest Money**

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

(i) Bank Draft or a Pay Order

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

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

5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violation**

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along

with interest.

(vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER

(vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

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

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

"

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission

- i. **Shri Ramesh Chandra Panda**
- ii. **Shri Jyoti Swaroop Pandey**
- iii. **Shri Kata Chandrahas**

c/o The Company Secretary  
HPCL, 6<sup>th</sup> Floor, Petroleum House  
17, Jamshedji Tata Road,  
Churchgate, Mumbai – 400 020  
Tel : 022 22863611/22045223  
Fax : 022 2284  
Email:corphqo@hpcl.co.in

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

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

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

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

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

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

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may

follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

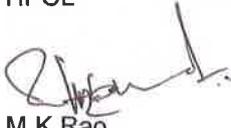
12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact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

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

13. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

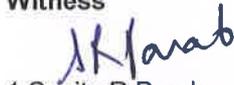
BUYER

Name of the Officer Designation  
HPCL



M K Rao  
Ch Category Manager –CPO(M)

**Witness**



1 Sunita R Parab  
Dy Category Manager –CPO(M)



2. Twina N Nadkarni  
Dy Category Manager – CPO(M)

BIDDER

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

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender No. : 16000260-HD-10157



Tender Published On : 21-Feb-2017 10:56

**Tips For Successful Bid Submission**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Tips On Successful Bid Submission	Tips for successful bid submission_NCZ-EZ.pdf	-	No

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

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

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

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

### Tip 1:

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

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

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

### Tip 2:

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

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

### Tip 3:

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

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

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

#### Tip 4:

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

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

#### Tip 5:

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

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

#### Tip 6:

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

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

#### Tip 7:

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

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

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

**Tip 8:**

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

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

**Tip 9:**

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

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

**Tip 10:**

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

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

**Tip 11:**

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

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

**Tip 12:**

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

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

**Tip 13:**

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

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

***Supplementary Section on Bid Submission***

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

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

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

**Bid generation and submission**

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

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

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

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

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

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

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

## Bid generation and Submission

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

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

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

Tender No. : 16000260-HD-10157



Tender Published On : 21-Feb-2017 10:56

**Annexures For Information**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Annexures For Information	Annexures for Information.pdf	-	No

## Annexure 12

### **BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR**

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,  
(Address as applicable)

#### IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD.

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

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

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

of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

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

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

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

7. Notwithstanding anything contained herein above :

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

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

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

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

IN WITNESS Where of \_\_\_\_\_ Bank, has executed this document at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_ Bank

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

## Annexure 13

### **List of HPCL Approved TPI Agencies**

1. American Bureau of Shipping (ABS)
2. BUREAU VERITAS (BVIS)
3. Certification Engineers International Ltd (CEIL)  
(Subsidiary of EIL)
4. Det Norske Veritas (DNV)
5. Indian Register of Shipping (IRS)
6. Llyod's Register Inspection Services (LRIS)
7. SGS Inspection Services (SGS)

## Annexure 14

The Region wise supply location address where the plates are to be delivered and the contact person details are as under.

### **Regional Offices under West Zone**

#### **For Aurangabad Region**

Hindustan Petroleum Corp. Ltd. Panewadi Depot

Panewadi IRD

Manmad - Nandgaon Highway

Gram. Panewadi, Tal. Nandgaon

Dist : Nasik ,

Maharashtra

*Contact Person : (Aurangabad RO) Shri Arvind Chauhan (8275034267) / Shri Anand Trimukhe (7588116300)*

#### **For Bhopal Region**

Hindustan Petroleum

Corp. Ltd. Nishatpura Depot

Chhola Road,

Nishatpura,

Bhopal

*Contact Person: (Bhopal RO) F C Sahu (7879010982) / Smt. Sonali Jain (8224881177)*

#### **For Indore Region**

Hindustan Petroleum Corp. Ltd. Manglia, Old LPG Gas Plant

Opp. Mangalia Rly Stn. Mangalia Vill.

Indore

*Contact Person: (Indore RO) Shri Amit Gadodiya (7771055502)/ Ms. Yashika Jain (8982876172)*

#### **For Jabalpur Region**

Hindustan Petroleum Corporation Limited-Sagar Depot

Village-Mara,P.O-Jerai

Bina Sagar Road,

Sagar (MP)

Pin-470122

Phone:07584-278362,278253

*Contact Person : (Jabalpur RO) Shri Falguni Halder (9425138282) / Akanksha Sharma (8878637288)*

#### **For Mumbai**

Hindustan Petroleum Corp. Ltd. Vashi Black Oil Terminal

D-99, TTC Indl. Area

MIDC, Turbhe

P.Box No. 2

Vashi 400 705

*Contact Person: (Mumbai RO) Shri Varshal Panchbhai (9920784043) / Shri Yugal Kishor Singh (9907229514)*

### **For Pune Region**

HPCL, LONI TERMINAL  
LONI KALBHOR  
KADAM WAKWASTI VILLAGE  
TALUK HAVELI  
PUNE – 412201

*Contact Person: (Pune RO) Shri Pawas (8378830830) / Shri Manish Kumar (9158994483) /  
Smt Shreya Gupta (8144655552)*

### **For Solapur Region**

Hindustan Petroleum Corp. Ltd.  
HPCL SOLAPUR RRO,  
NEAR PAKNI RAILWAY STATION  
PAKNI  
SOLAPUR - 413242

*Contact Person: ( Solapur RO) Shri Anuranjan Shetty (9326647381) / Shri. Satyabrata Kakoti (961958181)/0217-  
2357134)*

### **For Nagpur Region**

Hindustan Petroleum Corp. Ltd.  
HP AUTO CENTRE,  
HP Petrol Pump, NH-7  
Jamb  
Distt. Wardha -442305

*Contact Person: ( Nagpur RO) Shri Sridhar Arkala (9595778285) / Sri Parag Milind Dani (720033066)*

### **Vashi Region**

Hindustan Petroleum Corp. Ltd. Vashi Black Oil Terminal  
D-99, TTC Indl. Area  
MIDC, Turbhe  
P.Box No. 2  
Vashi 400 705

*Contact Person: (Vashi RO) Shri. Anand Laxman Shinde (7738021967) / Smt Pinki Parmar (9881235527)*

### **Vasco Region**

M/s HP Highway Services (Retail Outlet)  
COCO of Hindustan Petroleum Corp. Ltd.  
At: Wathar  
Pune Kolhapur Road (on NH-4)  
Around 10 Kms before Kolhapur towards Pune  
Dist. Kolhapur (Maharashtra State)

*Contact Person: (Vasco RO) Shri Laxmikant Ramteke (7387052521) / Paresh Thakur (7745087775)*

## **Regional Offices under North Central Zone**

### **For Agra Region**

#### **Hindustan Petroleum Corporation Limited**

Mathura Installation

D-2, UPSIDC, Industrial Area,

Site-B, Opposite Mathura Refinery,

Mathura – 281 005. Uttar Pradesh.

*Contact Person : Shri Anup Kumar Agarwal (08126622999) / Shri Avinash Kumar Singh (08755322211)*

### **For Begusarai Region**

#### **Hindustan Petroleum Corp. Ltd.**

Barauni Terminal

Village Papraur , NH 31

Barauni - 851 210. Bihar.

*Contact Person : Shri Rajeev Kumar (09771435095)/ Shri Mrityunjay Prasad Mani(09471003132) / Shri Gajendra Kumar (07091498406)*

### **For Dehradun Region**

#### **Hindustan Petroleum Corporation Ltd.**

Roorkee Depot

Plot No 2, UASID Industrial Area

Village Landhaura, Roorkee – 247 667.

District Haridwar, Uttarakhand

*Contact Person : Shri Shakya Singh (9818075557) / Shri Mukesh Prasad (08650928885)*

### **For Kanpur Region**

#### **Hindustan Petroleum Corporation Ltd**

Kanpur Terminal

Raipur Gajner Road

Village-Rasulpur Gogumau

Tehsil - Akbapur ,Kanpur - 209121.

Uttar Pradesh.

*Contact Person : Shri Shri Sushil Kumar Shukla (8009931555) / Shri Arpit Kr Garg (9427498966)*

### **For Lucknow Region**

#### **Hindustan Petroleum Corporation Ltd**

Amousi Depot, Amousi

Lucknow – 226 008, Uttar Pradesh.

Contact Person : Shri Pranaw Kumar Sinha (08004924759) / Shri Manish Kumar Singh (09454896427)/ Shri Anjani Kumar Giri (09866651634)

**For Meerut Region**

**Hindustan Petroleum Corporation Ltd**

HPCL Najibabad IRD

Village-Tatarpur Lalu,

Adarsh Nagar, Najibabad,

District – Bijnor,

Uttar Pradesh- 230290.

Contact Person : Shri Subodh Choudhry (08476833833) / Shri Ayush Gangwar (08191913399)

**For Patna Region**

**Hindustan Petroleum Corporation Ltd**

Bihta POL Depot

Village and PO - Bihta

Lai Road Bihta, Patna -801 103, Bihar.

Contact Person : Shri H N Prasad (09437051976) / Shri Aditya Kumar (07033093944)/ Shri Atul Kumar (08306641998)

**For Varanasi Region**

**Hindustan Petroleum Corporation Ltd**

Mughalsarai IRD, Village - Saresar

Sakaldiha Road, District Chaundauli

Chaundauli - 232101.Uttar Pradesh.

Contact Person : Shri Ajit Kumar (07705010224) / Shri Rakesh Kumar (08942873187)

The Region wise supply location address where the plates are to be delivered and the contact person details are as under.

**East Zone**

**DURGAPUR REGION:**

Hindustan Petroleum Corporation Limited  
Durgapur Retail Regional Office  
Rajbandh Chatty on NH-2  
Durgapur – 713212

Mobile- 7063511874 Land Line- 0343- 2520910

**SAMBALPUR REGION :**

Hindustan Petroleum Corporation Ltd  
At: Pardhipali, Post: Sankarma  
(About 2 kms from Anithapali Chowk towards Jharsuguda Road)  
District: Sambalpur, Odisha-768006

Contact no. 0663-6499128  
Satish Kujur : 8959592202  
S.D. Magar : 7008411533

**RANCHI REGION :**

HPCL POL Depot,  
Plot IV/A-8, BIADA Indl Area,  
Balidih, Bokaro Steel City,  
Jharkhand-827014

Suraj Kumar : 8092600296

**GUWAHATI REGION:**

Hindustan Petroleum Corporation Limited  
HPCL, Betkuchi Depot,  
Near Balaji Mandir, NH – 37 Bypass,  
P.O: Sawkuchi, Guwahati – 781034  
Assam.

Kapil Boro : 09435491010

**BHUBANESWAR REGION:**

Hindustan Petroleum Corporation Limited  
LPG Bottling Plant,  
Jatni,  
Khurda - 752050.

Ashisa Ekka : 09937361791

**KOLKATA REGION :**

Hindustan Petroleum Corporation Ltd  
Auto Care Centre-Gobindapur  
NH-2 Durgapur Exp.way, Dadpur,  
Hooghly – 712305

Subal Chandra Das 09433210379

**RAIPUR REGION :**

Raipur Ird  
Hpcl, Raipur Depot,  
Mandir Hasaud  
Raipur – 492101

Goutam Biswas / Nayak Dibya Chandra  
09830128426 / 08959592658

**Regional Offices under East Zone**

SR NO	REGION	DESIGNATION	NAME OF OFFICER	CONTACT NO	LOCATION ADDRESS
1	BHUBANESWAR RETAIL RO	MANAGER - RETAIL UPGRADATION	ASHISH EKKA	09040079338	HINDUSTAN PETROLEUM CORPORATION LIM
				09432671791	ALOK BHATRATI BUILDING
		SENIOR OFFICER	DAS RASHMIPRIYA	9437493288	5TH FLOOR ;SAHEED NAGAR
					BHUBNESHWAR
2	KOLKATA RETAIL RO	SR.MANAGER - RETAIL UPGRADATION	SHUKLA PRASHANT KUMAR	9007560686	HINDUSTAN PETROLEUM CORPORATION LIM
					2ND FLOOR, 6, CHURCH LANE,
		SR OFFICER-RETAIL UPGRADATION	DEBJANI DEB	09099059616	NEXT TO STANDARD CHARTERED
					BANK B.B.D. BAGH
					KOKATA - 700001
3	GAUHATI RETAIL RO	SR MANAGER - RETAIL ENGINEERING	BORO KAPIL KUMAR	09435491010	GUWAHATI REGIONAL OFFICE,
			NAYAN RANJAN PAL	09598450725	H. D. COMPLEX, 2ND FLOOR,
					JANPATH, ULUBARI,
					GUWAHATI - 781007

4	DURGAPUR RETAIL RO	MANAGER - RETAIL UPGRADATION	ROY PRODIP PROSUN	8170043995	HINDUSTAN PETROLEUM CORPN LTD
		SENIOR OFFICER - RETAIL ENGINEER	RAVI RANJAN	7063515781	DURGAPUR REGIONAL OFFICE
					RAJBANDH CHATTY
					NH-2
					DURGAPUR
					DIST. BURDWAN
					DURGAPUR - 713212
5	RANCHI RETAIL RO	DY. MGR-RETAIL UPGRADATION	LENKA SAROJ KUMAR	09934301288	HPCL - RANCHI RETAIL RO
		SENIOR OFFICER - RETAIL UPGRADATION	NIDHI GUPTA	09696234566	MARU TOWER (5TH FLOOR)
					KANKE ROAD, RANCHI
					DIST : RANCHI
					RANCHI - 834008
6	RAIPUR RETAIL RO	SR.MANAGER - RETAIL UPGRADATION	GOUTAM BISWAS	9830128426	HPCL RAIPUR RETAIL RO
		OFFICER - RETAIL UPGRADATION	GARIMA AGRAWAL	09529225744	MADINA MANZIL, 2ND FLOOR
		OFFICER - RETAIL ENGINEERING	DIXIT VIJAY KUMAR	08959599222	MEDICAL COLLEGE ROAD
					P.B. NO. 129
					RAIPUR - 492001
7	SAMBALPUR RETAIL RO	SR MGR-RETAIL UPGRADATION	SATISH KHUJUR	08959592202	HINDUSTAN PETROLEUM CORPORATION LIM
		DEPUTY MANAGER - RETAIL UPGRAD	MAGAR SHESA DEV	07381010228	SAMBALPUR RETAIL RO
					P.O. SANKARMA, JHARSUGUDA ROAD
					PARDHIAPALI,
					SAMBALPUR - 768101

**Annexures for Uploading**

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Annexures for Uploading	Annexures_Uploading.pdf	-	No
2	Integrity Pact		-	Mandatory
3	Declaration regarding Blacklisting		-	Mandatory
4	Declarations by SC ST		-	Mandatory
5	Bank Details E mandate		-	Mandatory
6	Undertaking regarding correctness of Information		-	Mandatory
7	Format for Confirmation of Terms and Conditions		-	Mandatory
8	Particulars of Bidders Organization Data		-	Mandatory
9	Details of PQC		-	Mandatory
10	Declaration regarding PAN Number		-	Mandatory
11	Declaration regarding Relative of Directors		-	Mandatory
12	Signed and Stamped QAP for Acceptance		-	Mandatory

**Annexure 2**

*(The following declarations should be typed **on the letter head** of the tenderer and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)*

**DECLARATION NON BLACKLISTED / NON BANNED/NON  
HOLIDAY LISTED PARTY**

**WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR BLACK LISTED OR  
DELISTED OR HOLIDAY LISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT  
AGENCIES OR PUBLIC SECTOR UNDERTAKINGS.**

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

Name of Tenderer:

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

Signature & Seal  
Of Tenderer : -

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

**DECLARATION BY SC / ST BIDDERS APPLICABLE UNDER  
MSME CLAUSE**

<b>TO BE FILLED BY SCHEDULE CASTE OR SCHEDULE TRIBE BIDDERS</b>		
1	NAME OF BIDDER	
2	WHETHER REGISTERED WITH SC / ST ASSOCIATION : YES / NO	
3	WHETHER COPY OF SC / ST CERTIFICATE ENCLOSED : YES / NO	

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

Name of Tenderer: \_\_\_\_\_

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

Signature & Seal  
Of Tenderer : \_\_\_\_\_

Particulars of Bank/ E Mandate

ON LETTER HEAD

To .  
Hindustan Petroleum Corporation Limited  
Mumbai

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 Corporation Limited 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. No.
6. Email ID

B. Particulars of Bank Account

1. Bank Name
2. Branch Name / Branch Code
3. Branch Address (including 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 the 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. The charges, if any, levied by my bank shall be settled by me / us.

\_\_\_\_\_  
Name (in Capitals) of supplier / contractor

Authorised Signatory

Official Rubber Stamp

Date :

Note : 1. Bank Details to be confirmed by the bankers. Such confirmation shall be duly signed and stamped by the bankers.

2. Please enclose cancelled / photocopy of a cheque.

ON LETTER HEAD

Undertaking by the bidder

I/we hereby undertake that the entire information furnished/given to you in our bid and attachments are true to the best of our knowledge and belief and nothing therein is false.

I/We further undertake, that if it is found during the tender stage (before accepting our bid/placement of Purchase Order by HPCL) that any information or document furnished/submitted by us is false or incorrect, then we agree that HPCL shall be free to reject our tender/ bid. If the same is found to be false or incorrect during any stage after accepting of our bid/ placement of Purchase Order, then HPCL shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. HPCL shall have the right to recover the differential amount between the rates of our contract and the rates at which HPCL is compelled to procure from the alternate source, if the latter rate is higher. To this effect, the recovery can be made by HPCL by encashing any bank guarantee that we may have submitted or from any pending bills under this contract or any other contract with HPCL. Further HPCL shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

I/we further undertake as and when called upon by Hindustan Petroleum Corporation Limited, to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto

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

Name of Bidder \_\_\_\_\_

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

Signature & Seal of Bidder \_\_\_\_\_

## Annexure 6

Confirmation Of Acceptance of Terms and Conditions – Tender No. 16000260-HD-10157		
<b>Note:</b>		
1	<b>This table must be filled in against all serial nos. and uploaded with the Techno Commercial Bid. Non submission or submission of incomplete information may lead to rejection of the tender.</b>	
2	<b>In case of any contradictions, the responses provided in this table shall prevail.</b>	
3	<b>Deviations: Refer to Deviation Clause in the tender. Deviations should me be mentioned only in the Deviation Form. Deviations having commercial implications, if accepted, shall be suitably loaded for evaluation purpose.</b>	
Sl.No.	Description	Bidders Confirmation
1	Confirm that you have not been black listed, banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender	
2	<b>Technical:</b> Confirm acceptance of Technical Specifications and Scope of Work as given in this tender.	
3	<b>Price Firm:</b> Confirm acceptance to Firm price clause as specified in the tender	
4	<b>Validity:</b> Confirm your offer is valid for 120 days from due date extended due dates for placement of order.	
5	<b>Payment Terms:</b> Confirm acceptance of payment terms as specified in the tender	
6	<b>Delivery Period:</b> Confirm Acceptance of Delivery Period as specified in the tender	
7	<b>Delayed delivery Or Liquidated Damages:</b> Confirm acceptance of delayed delivery clause as specified in the tender	
8	In case of delay in Delivery due to reasons attributable to Bidder, confirm that any new or additional taxes and duties, imposed after contractual delivery dates shall be to Bidder's account	
9	<b>Terms and Conditions:</b> Confirm acceptance of Instructions to Bidders, Special Terms and Conditions, General Terms and Conditions as given in this tender.	
10	Indicate whether a Government Of India undertaking.	
11	Indicate whether registered under NSIC/MSME. If registered, please upload the certificate. NSIC/MSME Registration Certificate is valid up to date	
12	In case of Micro and Small enterprises, if you belong to SC ST category please attach copy of your certificate	
13	If you are Micro or Small industry , kindly upload proof to substantiate the same like documents showing value of assets like plant and machinery	

14	In case registered with NSIC, please confirm whether the quoted item is included in the registration certificate. Please also provide the value limit given in the NSIC certificate	
15	Confirm acceptance of <b>Arbitration clause</b> as given in the General Terms and Conditions	
16	Confirm your willingness to participate in the online Reverse Auction process for 5 schedules Mah & Goa, Uttar Pradesh, Madhya Pradesh, Odisha & West Bengal and Bihar Answer only as Agree or Disagree. Note non acceptance of participation in reverse auction may lead to rejection of bids without any further evaluation.	
17	Offers not accompanied by this <u>Agreed Terms &amp; Conditions</u> are liable for rejection without recourse to the Bidder.	
18	All Correspondence should be in English Only.	





**Annexure 9**

ON LETTER HEAD

**Declaration regarding PAN Number**

**I/We hereby declare that my/our PAN No. is \_\_\_\_\_ and is falling under the jurisdiction of Commissioner of Income Tax \_\_\_\_\_.**

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

Name of Bidder \_\_\_\_\_

Signature & Seal of Bidder \_\_\_\_\_

## Annexure 10

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

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

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

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

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

Designation: \_\_\_\_\_

### LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| 1. Father                             | 12. Son's Daughter                   |
| 2. Mother (including Step Mother)     | 13. Son's Daughter's Husband         |
| 3. Son (including Step Son)           | 14. Daughter's Husband               |
| 4. Son's Wife                         | 15. Daughter's Son                   |
| 5. Daughter (including Step Daughter) | 16. Daughter's Son's Wife            |
| 6. Father's Father                    | 17. Daughter's Daughter              |
| 7. Father's Mother                    | 18. Daughter's Daughter's Husband    |
| 8. Mother's Mother                    | 19. Brother (including Step Brother) |
| 9. Mother's Father                    | 20. Brother's Wife                   |
| 10. Son's Son                         | 21. Sister (including Step Sister)   |
| 11. Son's Son's Wife                  | 22. Sister's Husband                 |