

Tender No. : 16000251-HD-10157



Tender Published On : 22-Feb-2017 10:39

Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Surprise Inspection of TT's	
Description	Tender for finalizing parties for carrying out Surprise Inspection of Tank Trucks at HPCL Locations	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Three Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	15-Mar-2017 16:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time	02-Mar-2017 10:00	
Pre Bid Conference End Date & Time	02-Mar-2017 13:00	
Queries Start Date & Time	22-Feb-2017 14:00	
Queries End Date & Time	28-Feb-2017 15:00	
Pre Qualification Bid Open Date & Time	15-Mar-2017 16:10	
Un Priced Bid Open Date & Time	16-Mar-2017 11:00	
Purchase Deptt.	PURCHASE DEPARTMENT CPO	
TF/EMD Drop Box Address	Sr Category Manager - CPO, Marathon Futurex Building, 9th Floor, HPCL, Lower Parel, N.M.Joshi Mrg, Mumbai	
Tender Description	This Public tender is for finalizing PO for carrying out Surprise Inspection of Tank Trucks through Third Party agencies at locations of HPCL.	
Notice Inviting Tender	This Public tender is for finalizing PO for carrying out Surprise Inspection of Tank Trucks through Third Party agencies at locations of HPCL.	
Currency Type	Tender Fee	EMD
INR	0.0	700000.0

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

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

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

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

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



## Line Details Of Tender

Srl. No.	Line Description	Ship To Location	UOM	Quantity	Mandatory
Tank Truck Inspection				Manadatory: Yes	
1	EZ (PART-A)	10117-Operation & Distribution Dept.	Each	25540	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under East Zone as specified in the tender					
2	EZ (PART-B)	10117-Operation & Distribution Dept.	Each	1951	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under East Zone as specified in the tender					
3	NCR (PART-A)	10117-Operation & Distribution Dept.	Each	24468	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under North Central Zone as specified in the tender					
4	NCR (PART-B)	10117-Operation & Distribution Dept.	Each	1869	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under North Central Zone as specified in the tender					
5	NWR (PART-A)	10117-Operation & Distribution Dept.	Each	23933	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under North West Zone as specified in the tender					
6	NWR (PART-B)	10117-Operation & Distribution Dept.	Each	1828	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under North West Zone as specified in the tender					
7	NZ (PART-A)	10117-Operation & Distribution Dept.	Each	30551	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under North Zone as specified in the tender					
8	NZ (PART-B)	10117-Operation & Distribution Dept.	Each	2334	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under North Zone as specified in the tender					
9	SCR (PART-A)	10117-Operation & Distribution Dept.	Each	30447	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under South Central Zone as specified in the tender					
10	SCR (PART-B)	10117-Operation & Distribution Dept.	Each	2326	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under South Central Zone as specified in the tender					
11	SZ (PART-A)	10117-Operation & Distribution Dept.	Each	18680	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under South Zone as specified in the tender					
12	SZ (PART-B)	10117-Operation & Distribution Dept.	Each	1427	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under South Zone as specified in the tender					
13	WZ (PART-A)	10117-Operation & Distribution Dept.	Each	31743	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part A checklist at locations under West Zone as specified in the tender					
14	WZ (PART-B)	10117-Operation & Distribution Dept.	Each	2425	Yes
DESCRIPTION => Conducting surprise inspection of tank trucks as per Part B checklist at locations under West Zone as specified in the tender					



Tender Documents				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Detailed scope terms and conditions	Detailed scope terms and conditions.pdf	-	No
2	Confidentiality agreement	CONFIDENTIALITY AGREEMENT.pdf	-	No
3	General terms and conditions	General terms and conditions.pdf	-	No
4	MSE Regulations	MSME Guidelines .pdf	-	No
5	Instructions to Bidders	Instructions to Bidders.pdf	-	No

**Public Tender for  
Surprise Inspection of Tank Trucks  
at POL Installations**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**March 2017**

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### **NIT TEXT:**

Scope of job includes carrying out surprise inspection of tank trucks across seven geographical zones of HPCL across the country.

## **Section-A**

### **Introduction**

## **A. Background**

Hindustan Petroleum Corporation Limited proposes to carry out inspection of the transport contractor operated Tank trucks positioned at various Terminal /Depots across the country through a third party agency for ascertaining

- Compliance to statutory requirements & HPCL requirements.
- The condition of the vehicles for safe transportation.
- Delivery of right quality and quantity of product to retail outlets by the transporters.

## **B. Brief scope of job:**

Scope of job includes carrying out inspection of tank trucks across seven geographical zones of HPCL across the country. The Depots / Terminals carry out loading of Tank Trucks. Capacities of the tank trucks range from 12 KL to 25 KL. The agency has to visit each of the locations identified for the purpose of surprise inspection of tank trucks twice in a month, and spend sufficient days during each visit at the location to carry out the total available TT inspection. Payment will be made on per tank truck basis. Party has to raise the bill once in a month in the first week of subsequent month for the no. of TTs taken up for inspection during the month.

This contract will be for a period of one year from the date PO/LOI and can be extended to another one year on, if the services is found satisfactory by HPCL. The HPCL decision regarding extension of contract will be final, subjecting to vendor accepting the same Rates, Terms & Condition.

Scope of inspection for the TTs broadly includes the following.

Schedule of inspection is given hereunder in two categories under Part A & Part B.

**Part A:** Includes scope of inspection for all the currently running tank trucks. The minimum days gap between inspection visit of the two consecutive months shall be atleast 7 days.

**Part B:** Includes additional checks, over and above the checks covered in Part A. Checks under Part B have to be carried out such that all tank trucks in the location is inspected at least once during the contract period (one year). However if the TT is available for inspection, it can be inspected multiple times (Max. 2 times per year or if any irregularity is observed then till it is rectified). The locations will endeavor to provide the maximum nos. of Tank Truck for inspection. (Subject to availability of W&M permission in States wherever applicable.)

## **Section-B**

### **Special terms & conditions**



**Terms & Condition:**

1. **Security Deposit:** On finalization of the tender the EMD submitted by the successful tenderer would be converted into security deposit. EMD of the unsuccessful bidders will be returned. Security deposit submitted by the successful tenderer would be returned after completion of three months after completion of the contract.
2. It shall be deemed that the Bidder has understood the content and meaning of the requirements laid down in the Deliverables, the general conditions of the contract before submitting the Bids.
3. Incomplete Bids will be rejected. The corporation reserves the right to reject the Bid fully or partially without assigning any reason, and/or close/modify the project with no cost implication to HPCL.
4. All responses shall be in English.
5. **Contact Details:**

In case of any clarification required on job scope, Please contact :

Alok Kumar Chakraborti  
Sr.Manager – F&P  
Hindustan Bhavan  
Second Floor  
Contact – 022-22637000 (Ext-7258) [alokkch@hpcl.in](mailto:alokkch@hpcl.in)

Nitin Kumar Soni  
Dy.Manager – OD&E  
Hindustan Bhavan  
Second Floor  
Contact – 022-22637000 (Ext-7243) [nitinksoni@hpcl.in](mailto:nitinksoni@hpcl.in)

Sr. Category Manager-Corporate Services  
HPCL, Central Procurement Organization  
A Wing 9th Floor  
Marathon Futurex Building  
N M Joshi Marg, Lower Parel  
MUMBAI – 400013 , 022-22611811 [yrameshb@hpcl.in](mailto:yrameshb@hpcl.in)

- 6. Validity of the Price:** The price quoted by the Agency should remain firm and valid for a period of 120 days from the Bid due date or extended due date.
- 7. Completion Schedule:** The entire Project should be completed within one year from the date of placement of PO/LOI. However, the Corporation reserves the right to get the job of Surprise Inspection of Tank trucks completed on extended timeline.
- 8. Delay in completion of the Assignment:** Completion of the assignment on time will be the essence of the Project. In case of delay in completion by the Agency, beyond the stipulated period or any extended period permitted in writing by the Company at its sole discretion, the Corporation at its option would either:
- 9A)** Accept delayed completion of the assignment at prices reduced by a sum equivalent to 0.5% of the contract value for every week of delay or part thereof of the delivery subject to a maximum of 5% of the total contract value.

OR

**9B)** Cancel the Assignment in part or full and get the assignment completed through alternate means on account and at the risk of the Agency to whom the Assignment has been originally awarded.

- 9. Risk Purchase:** As per General terms and conditions
- 10. Confidentiality:** Confidentiality shall be maintained and Data and Reports shall be the property of the Corporation and will not be shared in any form or manner. The agency will have to sign a Confidentiality Agreement.
- 11. Payment Terms:** Agency shall submit the invoices each month along with certified copy of summary sheet from the location for having completed the job to Sr.Manager Transportation of respective zones along with certified bill.

Payments shall be made within 15 days of submission of bills/documents. Applicable Tax will be deducted at source. No advance payment will be made.

The payment shall be tendered to the agency in electronic mode (e-payment) through any of the designated banks. The agency will comply by furnishing full particulars of bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in alternate mode also.

The vendor shall perform Part-A inspection on at least 75% of the TT running in the particular month of that particular location for being eligible for the payment of Part-A inspection of that location for that month.

The data of TT running in the location for the current moth will be provided/certified by the location/zone to the vendor.

**12(A) Other Payment Terms:** Third party inspection agency should respond as per the following:

- 1) Service Tax and other levies as per the Government Regulations need to be mentioned separately.
- 2) No payments other than the ones listed above are payable and in case any additional or extra work is undertaken by the agency, it shall only be carried out with the prior written consent of HPCL.

### **13 Termination:**

As per General terms and conditions

## **Section-C**

### **Detailed Scope of Job & deliverables**

#### **Scope of job:**

Scope of job includes carrying out inspection of tank trucks across seven geographical zones of HPCL across the country. The Depots / Terminals carry out loading of Tank Trucks. Capacities of the tank trucks range from 12 KL to 25 KL. The agency has to visit each of the locations identified for the purpose of surprise inspection of tank trucks twice in a month, and spend sufficient days during each visit at the location to carry out the total available TT inspection. Payment will be made on per tank truck basis. Party has to raise the bill once in a month in the first week of subsequent month for the no. of TTs taken up for inspection during the month.

This contract will be for a period of one year from the date PO/LOI and can be extended to another one year on, if the services is found satisfactory by HPCL. The HPCL decision regarding extension of contract will be final, subjecting to vendor accepting the same Rates, Terms & Condition.

Scope of inspection for the TTs broadly includes the following.

Schedule of inspection is given hereunder in two categories under Part A & Part B.

**Part A:** Includes scope of inspection for all the currently running tank trucks. The minimum days gap between inspection visit of the two consecutive months shall be atleast 7 days.

**Part B:** Includes additional checks, over and above the checks covered in Part A. Checks under Part B have to be carried out such that all tank trucks in the location is inspected at least once during the contract period (one year). However if the TT is available for inspection, it can be inspected multiple times (Max. 2 times per year or if any irregularity is observed then till it is rectified). The locations will endeavor to provide the maximum nos. of Tank Truck for inspection. (Subject to availability of W&M permission in States wherever applicable.)

**Part A: (Applicable for all the tank trucks inspected)**

1. Security Locking System
2. Manhole and Bottom Valve Assembly
3. Vehicle Tracking System (VTS)
4. Branding of Tank Trucks
5. Emergency Preparedness and Accident Prevention
6. Condition of Tank / Chassis / Engine
7. Vehicle check

**1. Security locking system :**

**Dome cover**

- i) To check whether installation of dome cover is as per HPCL approved drawing. The Dome Cover Design stipulates that the hinge of the cover is encased inside the cover and not visible from outside. To check whether hinges are inside the dome and are safe, stable and secured.
- ii) The Dome covers to be checked for loose welding, gap between the TT top and the dome edge and any hole in the body of the dome. Gap between TT top and dome cover edge shall be less than 5 mm & the protrusion of the clut is as per drawings.
- iii) The locking arrangement and latch of the Dome Cover to be checked for loose welding and to ensure that the locking system is in place.
- iv) Besides the above, it is to be checked whether there are any additional unauthorized fittings in the top Dome Cover.

### **Delivery Valves:**

Each of the compartments is provided with a set of delivery valves. In both empty and loaded condition the valves are tightened to the maximum and the stem wheel is locked with security locks (either Abloy or Godrej make or any other locking system introduced by HPCL)).

HPC has developed standard drawings for installing Bottom Delivery Valve Fittings. To check whether the bottom delivery arrangement is as per HPCL approved drawing.

It is to be checked that the stem of the valve wheel has not been tampered with. The inspector needs to ensure that after locking of the stem wheel, there can not be any movement of the wheel so that product unloading is not possible.

There are some locations like Vashi, Manmad etc. where new locking systems are introduced by HPCL, the standard for the new locking system will be provided & the inspection shall be done in line with the approved drawing.

### **Security Locking**

The tank trucks are provided with the security locks in the delivery valves as well as in the top dome covers. The security locks have the unique feature of master key maintained with the supply locations and dealer specific keys at the receiving ends. Scope of inspection includes ensuring that the security locking system is not tampered with and all the empty and loaded trucks reach / leave the premises with the locking system intact in the tank lorry as per the security locking manual (already provided with the locations.)

A brass strip with Y rod welded(whenever applicable) on it, is provided for connecting all the stem wheels, and locked with security locks with each of the stem wheel, to prevent any rotational movement of the wheels (and there by the valves) when the valves are locked. The joining surface of valve stem and wheel are perfectly welded / brazed, to avoid any upward/ downward movement between stem and wheel. In addition, Y rods are provided to further eliminate any chance of wheel movement. During unloading of products the stem wheel along with Y rod is unlocked and product is unloaded. After product unloading, the valve is tightened to the maximum and the stem wheel is locked for the vehicle to come back to the Depot / Terminal. In addition to the locking of the individual delivery valves, all the valves have been enclosed in a box and locked from outside.

## **2. Manhole– Regular Checks.**

Each of the compartments has been provided with 4 nos. of fittings / nozzles viz. Fill Pipe, Dip hatch, Emergency Valve and Pressure Valve at the top. All

the 4 nozzles are encased with a Dome cover. Regular Checks includes the following.

- Dip pipe is in the centre of the manhole
- Each manhole is fitted with PV vent
- PV vent is of CCOE approved make
- Check whether any additional fittings other than PV vent, dip pipe, emergency vent and fill pipe are fitted on the manhole cover.
- The emergency vent cap is made of CCOE/CMRI approved make.
- Caps of all the opening is made of Aluminium/Brass and no movement is possible on fully tightening.

**3. VTS (Vehicle Tracking System):** HPCL has implemented Vehicle Tracking system. This system ensures en-route tracking of the vehicle during its journey in the pre-mapped route from the supply location to the destination.

The system basically includes a VTS unit in the TT cabin. Scope of the inspection includes the following.

- i) Check and ensure that the VTS unit in the Cabin is intact.
- ii) The cables connecting the various units are intact and there is no loose connection.
- iii) VTS unit in the Cabin is in good condition.
- iv) Online tracking of the vehicle shall be checked from the terminal at the administrative building.

**4. Branding of TTs:** HPCL as a policy has introduced branding of TTs, both company owned as well as transporters T/Ts at all its locations. It is the responsibility of the transporters to maintain the branded TTs in good condition. Scope of inspection includes the following :

- i) Check whether all the jobs pertaining to branding viz painting, logo, promotion graphics & lettering etc have been carried out as per the corporation specifications.
- ii) No tampering with the branded look of the TT.
- iii) The TT has been maintained in neat and clean condition.
- iv) The size of the Emergency panel should be 60 cm x 80 cm.
- v) The copy of branding certificate issued by 3M is available.

**5. Emergency Preparedness & Accident Prevention:** Following parameters shall be checked.

**Crew Check**

- i) Driver is having valid Heavy Vehicle Driving license.

- ii) Driver is having certificate issued under Rule No. 9 of CMV rules for having undergone training (safe transportation of hazardous products by road)
- iii) The Driver and the Cleaner are having a Photo ID issued by the Corporation. The validity of card is mentioned and the photograph is in good condition.
- iv) TREM CARD duly filled in prescribed format is available & Current telephone no. of location is provided on it.
- v) Whether the driver & cleaner attended safety training conducted at the Location within the last session of the Suraksha training program conducted for the TT crew
- vi) Whether the health checks of T/T crew have been carried out periodically as desired, at least once in six months. Whether eye sight of the driver is good (To verify from the Medical Certificate) or Medical fitness certificate (by registered practitioner) & eye test report available at least once in six months.
- vii) Medical certificate is available( at least once in six months)

### **Electrical Safety**

- i) Vehicle has a cut off master switch for Electrical system.
- ii) Copper / Brass strip for earthing connection is welded on both sides of tank body and it is naked and not painted.  
Vehicle is having protective insulation along with fuses for all electrical circuits including battery terminal.

### **Vehicle Safety**

- i) Tank truck is provided with Anti lock braking system. (Company fitted / retrofitted). ABS indication shall glow momentarily when ignition is switched on.
- ii) 2 nos. fire extinguishers (10 Kg DCP & 1 Kg DCP) bearing ISI mark are available. 9/10 Kg DCP shall be positioned outside the cabin at a suitably accessible position. 1 Kg DCP extinguisher shall be inside the driver cabin.
- iii) Fire extinguishers are having all details (TT registration no., date of servicing along with the due date) painted on the body and test certificate for monthly check is available.
- iv) Spark arrestor is attached to the exhaust pipe by a proper welding system. Whether CCOE approved spark arrestors have been provided on the engine exhaust and Muffler / Silencer is not cut off from the exhaust.
- v) Vehicle has First Aid Box and Tool Box. Check for availability of essential items. first aid box -first-aid kit containing a tube of antiseptic cream containing 0.5% of Centrimide B.P. in a non-greasy base, sterilised dressings, sterilized elastic plaster, waterproof plaster, gauze and elastic bandage for wounds and burns



**6. Condition of Tank / Chassis/ Engine:** The tank truck is of cylindrical shape. TT calibration has a bearing on the shape of the vehicle. The Inspector is to check the total body of the tank truck to find out any abnormalities, bumps or dents distorting the overall shape of the tank truck. Parameters for inspection shall include the following:

- i) Any bumps or dents are observed on the tank
- ii) Chassis is painted, free from rust.
- iii) Quality of paint is good and not peeled.

**7. Vehicle Check:** Parameters for inspection shall include the following:

- i) Valid Explosive certificate from CCOE is available
- ii) Valid Calibration certificate is available
- iii) Nut of the flange joint of shut off valve are welded to the face of the flange.
- iv) Valid fitness Certificate and permit issued by RTO are available
- v) Master valve and fusible link are in operating condition
- vi) Condition of steel guards at the rear, catwalk, stout steel guards to protect fuel tank, ladder is good and are free from rust. Colour peeling off and signs of loose welding are not observed.
- vii) Exhaust is positioned away from the fuel tank. (In case exhaust is close to the fuel tank, a protective screen must be provided)
- viii) Fuel tank is positioned so that leaked / spilled fuel directly drains to the ground and does not impinge on hot surface
- ix) Neoprene discharge hose having braided wire spirally wound along the length is available. Hose shall have Brass / Aluminum coupling on both ends. Condition of the hose is good. PVC/Plastic hose is not permitted. Witness the continuity of the discharge hose.

**PART B: (All tank trucks in the location is inspected at least once during the contract period)). These checks would be in addition to the checks mentioned in Part A.** (Subject to availability of W&M permission in States wherever applicable.)

**1. Dome Cover and manhole.**

- i) The manhole cover to be opened with the permission of the location officer regarding opening of the seals. To check for any concealed compartment after opening of the manhole. There shall be no unauthorized modifications / extra fittings inside the compartments. If legal metrology seal is provided check the details of seal from the calibration chart and the intactness of seal.
- ii) Dip rod datum reference height to be checked for any tampering. Length & markings on the Dip rod (PL/DL etc) shall be cross checked with Calibration Certificate issued by Legal Metrology Dept.

- iii) Dip pipe contains min 5 nos. perforations spread uniformly throughout its length.
- iv) During checking open ending of the Dip pipe to be ensured.
- v) The Dip pipe top mouth is welded to the pipe. It is to be checked that the top mouth is properly welded and not threaded.
- vi) Fill pipe shall be of mild steel of size 100 mm nominal bore and flange mounted to the manhole base plate. Internally, the pipe shall be extended till almost bottom of the compartment leaving a clearance of 25 mm.
- vii) Fill pipe is not slotted and contains only 4 nos. holes of 13 mm dia. above the product level.
- viii) Whether inner end of the fill pipe is provided with a splash deflector arrangement (45 deg angular cut). After detailed check, manhole cover to put back with due sealing in co-ordination with location officer.

**2. Vehicle and Crew Check:** TT crew is aware of procedure for operating the fire extinguisher and also the fire extinguisher operated satisfactory. The inspector shall arrange a short safety talk along with the Location safety officer where the fire extinguisher of one of the TT shall be operated by TT crew under guidance of Safety officer & inspector. The other crew member present shall be present during the Short safety talks. The inspector shall comment on the performance of fire extinguisher & knowledge of TT crew in the summary sheet of that day.

**3. All the checks as mentioned in Part A.**

A standard checklist has to be developed covering all parameters and the checklist shall be approved by HPCL. The approved checklist format would be utilized by the inspectors during the inspections. Draft Checklist is enclosed for reference and guidance.

**C. Frequency of Inspection:**

- i) Particulars of tank trucks operating at each location will be provided by the location in charge.
- ii) All the tank trucks attached to each location have to be necessarily inspected at least once in a month. Inspections shall be on a surprise basis and no advance intimation to be given to the location. However, location in charge will extend necessary help for making the tank trucks available. The minimum days gap between inspection visit of two consecutive month shall be atleast 7 days.
- iii) Two visits of required number of days has to be made to each location during the month. Before starting of inspection every day the inspector shall meet the Location incharge or person authorized by him for his information or any specific instructions.

- iv) During each visit approximately 60% of the tank trucks will be made available by the location for inspection.
- v) Total no. of inspections to be carried out in a month – 120% of the tank trucks available at the location.
- vi) During the first visit, at least 60% of the tank trucks have to be inspected. During the next visit, our endeavor will be to make available the balance 40% TTs which could not inspected during the first visit. And the balance 20% will be made up by inspecting tank trucks which have been covered during the first visit. In other words, these 20% tank trucks would be inspected twice during the month.
- vii) For operational reasons, if any particular tank truck could not be made available for inspection, the same has to be brought to the notice of the location in charge.

**D. Locations to be covered:**

Furnished below is the list of locations along with the current nos. of T/Ts attached to each of the location. (The no. of TT are directional and may vary)

**A. East Zone**

<b>Location</b>	<b>No. of Tank Trucks</b>
Kolkata	194
Kolkata BO	50
Mourigram TOP	48
Paradeep	238
NRL/Numaligarh Hosp.	21
BRPL/Bongaigaon Hosp.	23
Somnathpur	64
Bokaro	308
Raipur/Bilaspur	250
Raipur BO	50
Rajbandh/Durgapur	98
Haldia	140
Haldia BO	27
Betkuchi/Guwhati	80
Siliguri	11

**B. North Zone**

<b>Location</b>	<b>No. of Tank Trucks</b>
Nalagarh	172
Bahadurgarh	388
Hissar	73

Bathinda	250
Jalandhar	230
Sangrur	77
Jammu & Pampore	320
Rewari	138
Delhi Terminal	64
Hissar BO	25

### C. North Central Zone

Location	No. of Tank Trucks
Meerut	80
Najibabad	36
Aonla	34
Baitalpur	88
Mughalsarai	92
Patna	187
Barauni	150
Mathura	140
Karari	9
Amousi	200
Roorkee	55
Haldwani	88
Kanpur	186

### D. North West Zone

Location	No. of Tank Trucks
Ajmer	330
Jaipur	212
Bharatpur	62
Salawas	186
Palanpur	171
Hazira	84
Nandesari	91
Kandla	40
Vadinar TOP RIL	172

**E. South Zone**

<b>Location</b>	<b>No. of Tank Trucks</b>
Madurai	42
Coimbatore/Irugar	101
Tirunelveli	45
Cassimode BO	27
Trichy/ V N Kottai Hosp	34
Narimanam Hosp. ONGC	42
Karur Hosp. BPC	32
Sankari TOP & Hosur	93
Ennore	285
Kozhikode/Elathur	65
Irumpanam	290
Kasargode	13
Kochi BO	20

**F. South Central Zone**

<b>Location</b>	<b>No. of Tank Trucks</b>
Bengaluru/Devanagundi	117
Cuddapah	63
Guntakal	58
Hassan	206
Hubli/Navalur	100
Mangalore	75
Nandur/Gulbarga	84
Rajahmundry	117
Ramagundam	48
Secunderabad/Ghatkesar	320
Suryapet	158
Vijayawada	294
Visakh	135
Visakh BO	80

**G. West Zone**

<b>Location</b>	<b>No. of Tank Trucks</b>
Nagpur/Khapri	101
Nagpur BO	50
Wadala	56
Loni	270
Vashi	193

Vashi BO	50
Miraj	98
Indore/Manglia	190
Indore BO	50
Sagar	51
Gwalior/Rairu	59
Sholapur/Pakni	150
Jabalpur/Bhitoni	117
Akola/Gaigaon	120
Vasco Hosp. ZIOTL	45
Vasco BO	50
Panewadi/Manmad	250
RIL Bakania	89

### Summary of Tank Truck Inspections

Zone	No of TTs	Total inspections per year	
		Part A	Part B
<b>EZ</b>	1774	25540	1951
<b>NCR</b>	1699	24468	1869
<b>NWR</b>	1662	23933	1828
<b>NZ</b>	2122	30551	2334
<b>SCR</b>	2114	30447	2326
<b>SZ</b>	1297	18680	1427
<b>WZ</b>	2204	31743	2425
<b>TOTAL</b>	<b>12872</b>	<b>185363</b>	<b>14160</b>

Though the proposal is to cover inspection of the locations, as mentioned above, HPCL may be required to alter the locations due to operational and administrative reasons. Such alteration of locations shall be made with prior intimation and mutual consent.

Note : The quantity mentioned above are directional and the order does not guarantees the execution of the quantity in full as the same is dependent on availability of tank trucks in the contract period.

#### **E. Methodology of Payment:**

Partial payments are allowed. Payment will be made on monthly basis for the no. of tank trucks inspected during the month. Payments will be effected by:

Disbursement section of the respective Zonal office.

Party shall obtain certificate from each location the no. of inspections carried out. Consolidated bill shall be made once in a month for the tank trucks inspected during the month and the same shall be submitted to the Sr.Manager-Transportation of the respective Zones. Certified copies of summary sheets in original (duly signed and stamped) issued by the locations shall be enclosed along with the bill. Bills submitted without enclosing certification from locations shall not be processed.

Payments shall be made within 15 days of receipt of certified bills at Disbursement section. Applicable Tax will be deducted at source. No advance payment will be made.

The payment shall be tendered to the agency in electronic mode (e-payment) through any of the designated banks. The agency will comply by furnishing full particulars of bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in alternate mode also.

The vendor shall perform Part-A inspection on at least 75% of the TT running in the particular month of that particular location for being eligible for the payment of Part-A inspection of that location for that month.

The data of TT running in the location for the current moth will be provided/certified by the location/zone to the vendor.

#### **F. Rates:**

The party has to quote lump sum rates per Tank Truck for carrying out inspection covering points mentioned in PART A & PART B separately for all the zones.

#### **G. Estimated time for inspection**

Time for Inspection per TT:

<b>Sr.No.</b>	<b>Particulars</b>	<b>Estimated time per TT</b>
1	Security locking system	5 minutes
2	Manhole	5 minutes
3	Vehicle Tracking System (VTS)	5 minutes
4	Branding of Tank Trucks	5 minutes
5	Emergency Preparedness and Accident Prevention	5 minutes
6	Condition of Tank / Chassis / Engine (Visual inspection of condition of vehicle. No additional time required)	
7	Vehicle check	5 minutes

	<b>Additional checks for Part B</b>	
2.a	Additional Checks on Manhole.	25 minutes
5.a	Vehicle and Crew checks	5 minutes

Total time for regular inspection as per Part A : 30 minutes per TT

Total time for full inspection as per Part B : 60 minutes per TT

Note: On a given day either Part A or Part B inspection of a TT as per prescribed checklist shall be carried out, since Part B inspection is the extended version of Part A inspection.

## **H.Inspection**

- i. Inspection schedule for the month shall be drawn on a random basis preferably generated through computer system.
- ii. The schedule has to be kept strictly confidential and shall not be disclosed to anybody excepting to those persons specifically authorized by headquarters office of HPC.
- iii. Depending upon the no. of TTs to be covered, agency will depute inspectors to the location on designated date
- iv. Inspectors will carry out inspection independently
- v. Necessary help will be extended by location in charge in making the trucks available for inspection
- vi. Inspection shall be strictly carried out as per the check list approved by HQO.
- vii. Inspectors will be very firm on the observations made during inspection.
- viii. The inspector shall carry a copy of HPCL approved drawing of dome cover & bottom valve fitting during inspection.
- ix. The inspector shall carry with him an identity certificate/card issued by the Vendor, the certificate /Card shall have the photograph of the inspector.
- x. The inspector shall wear all the personal protective equipment as felt necessary by the location while carrying out the inspection. The vendor shall provide all their inspector the basic PPE as safety shoes, Helmet, hand gloves & goggles (if required).
- xi. The inspection is allowed only within the working hours of the location with the permission of location incharge.
- xii. The inspector shall meet the location incharge or person authorized by him before starting the inspection every day.
- xiii. The vendor ensure that all the safety precautions and instructions are adhered by inspector during inspection.
- xiv. The inspector shall randomly check the compliance status of the NC's of the Tank truck inspected in the previous inspections.



- xv. The inspector shall be rotated within the or outside the zone for inspection. The same inspector shall not inspect the same location TT continuously for more than 3 months.

## **I. Reporting**

- i. Each day, the Inspector will make the following reports
  - a. Individual inspection reports in respect of all Tank Trucks inspected during the day to be signed by TT driver/Transporter representative and inspector (of inspecting agency) with official seal.
  - b. Summary Sheet giving the no. of TTs inspected and **another** summary sheet with detail of Tank truck with critical observations & nature of observation. Individual reports as well as the summary sheets shall be presented before the Location in charge / Officer designated by the location in charge (of HPCL) for his review and signature.
  - c. Individual reports & the summary sheets shall be made in duplicate. One set of the signed copies shall be handed over to the location and the other set shall be retained by the agency for scanning and uploading the reports in the portal / web application of agency and sending to zones along with the monthly invoices. The individual report & Summary sheets shall be uploaded in the inspecting agency portal & HPCL web application within 7 days of date of inspection.
- ii. Inspection reports will be serially numbered and there should not be any omissions / duplication of the serial numbers.
- iii. The vendor shall upload the scanned copy of the reports in a portal and not some sky drive/virtual drive etc. The vendor to provide unique user ID's & passwords of the said portal to Location incharge or person authorized by him, HPCL zonal coordinators and HQO for the access of reports.
- iv. The portal shall have provision of downloading the scanned copy of inspection reports for the entire period of contract and 6 months more than the period of contract.

The locations will be able to view their own reports, Zone the reports of location under their zone and HQO can view all the locations in the said portal.

**Note:** It would be the responsibility of the agency to make all arrangements for making the duplicate copies of the inspection reports, sending the daily reports to HQO etc., some of the locations of HPCL are in remote areas. Inspecting agency shall identify the means and sources for communications and other services required for meeting the tender requirements.

## **J. Minimum qualification of the Inspectors**

The personnel deployed for conducting Surprise Inspection of Tank Trucks shall meet the following requirements

- i. Minimum education level shall be Degree / Diploma in engineering (any discipline).
- ii. Inspector shall have the ability to read and understand the relevant drawings associated with Tank Truck inspection.
- iii. Inspector shall meet the time deadlines and shall report at the location before start of operations to maintain the surprise element.
- iv. Inspector shall be able to explain summary of the deficiencies with the tank truck crew before obtaining signature on the final report.
- v. The inspector should be well verse with the operation of fire extinguisher and be able to impart training of the same to TT crew at locations.

### **K.Reporting procedure**

HPC desires to monitor the activity of surprise inspection of tank trucks through reports uploaded on web. For this purpose the HPCL has designed a platform wherein the users can upload their observation of TT inspection in the online portal. Access for the site/portal shall be provided to the vendor engineers for uploading of the TT inspection reports (One location one access).

The vendor has to upload the individual parameters and their observation in the portal for individual TT. The online checklist will be available for the user to upload the inspection details and their remarks.

Apart from this the vendor shall upload the scanned copy of the reports in a portal and not some sky drive/virtual drive etc. The vendor to provide unique user ID & password of the said portal to Location incharge or person authorized by him, HPCL zonal coordinator and HQO for the access of reports. The portal shall have provision of downloading the scanned copy of inspection reports.

The inspection reports for each location shall be uploaded within **one week** of completing the inspections. For e.g. The inspection of Vashi terminal TT's was done on 01.01.17 and 20 TT's covered on that day then the parameters & observation of inspection reports of these 20 TT's has to be uploaded in HPCL portal and scanned copy of inspection report in vendor portal on or before 08.01.17.

The agency shall make presentation to Senior Management at HQO on quarterly basis. During the first fortnight after completion of each cycle of three months, presentation covering the findings during the last quarter has to be made.

Non-compliance of timelines **beyond three instances** for reporting daily summary reports / error detected in reporting/inspection/ uploading on web / Quarterly presentation to HQO/or any other non-compliance and irregularity in execution of tender terms and condition. HPCL reserves the right at sole discretion to recover a penal amount of Rs.10000/- on each instance.

**Important note:** Uploading of the inspection reports as per the stipulated deadlines are very critical for this project. It is absolutely essential that the timelines are strictly met. Any delays in respect of the following would be viewed seriously by HPC and shall be treated as violation of contractual terms.

- One copy of Individual inspection report & the summary sheet will be handed over to location immediately after completion of inspection.
- Uploading of inspection reports details and scanned copy as described above on the web site within one week of completion of inspection.
- Making quarterly presentation to senior management at HQO. Hard copy of the presentation shall be sent by mail to designated officer at HQO before the 15th of the subsequent month of completion of the quarter. For this purpose, three month cycles from the month of commencement of the job shall be treated as Quarters.

HPCL shall treat the delays as violation of contractual terms and reserves the right to take suitable remedial actions as per provisions of the contracts

#### **L. Others**

Travel, Boarding and Lodging arrangements, arrangement of computers and other logistical support etc. should be arranged by the agency only. All the costs for the same may please be included in the items of price bid.

#### **M. Terms of Termination of contract:**

Lapses in respect of the following would be treated as serious and the contract is liable to be terminated

- Not covering any of the locations identified for the purpose of inspections during a month without written approval from HPCL
- Non-compliance of timelines for reporting daily summary reports / error detected in reporting/inspection/ uploading on web / Quarterly presentation to HQO/or any other non-compliance and irregularity in execution of tender terms and condition.
- Inspectors conniving with the transporters and manipulating the report.
- Non-compliance of any other terms and conditions of this contract.

These terms of violation are over and above the conditions stipulated in Clauses under Section General Terms & Conditions.

## **Section-D**

# **Guidelines for Proposal Submission**

## **Overview**

The request for proposal for conducting “Surprise inspection of tank trucks” in two bid format Professional **(unpriced)** and Commercial **(priced)** is invited by Hindustan Petroleum Corporation Limited, hereinafter referred to as HPCL. The proposal should respond to all sections of this request for Professional **(unpriced)** and Commercial **(priced)** bid including agency profile and support requirements.

## **Confidentiality**

All material and information provided by HPCL should be regarded as confidential information and not to be released to any other parties. This information will be made available to all members of the selection committee to assist in the evaluation process and the HPCL personnel involved.

HPCL requires all agencies to adhere to highest standards of ethical behavior.

## **Revision to Bid**

In the event it becomes necessary to revise any part of Bid document, HPCL reserves the right to issue amendments to the Bid. A written addendum will be provided via Email/registered/courier mail to all Bidders to whom the original Bid has been sent.

## **Bid: Questions and Answers**

All questions concerning the Professional (unpriced) Bid documents may be sought through online queries at our e-procurement site <https://etender.hpcl.co.in>.

## **Completeness of Bid**

Prior to the submission of the Bid, the Bidder shall make, and be deemed to have made a careful examination of the Bids. Each Bidder should thoroughly understand the requirements detailed in the document and will be required to comply with all Bid requirements.

Submission of Responses has to be done on-line at site <http://eproc.hpcl.co.in>. Responses in any other form shall not be considered.

- Detailed response to the methodology that would be adopted to ensure achievement of scope of the study as enumerated in the Sections of this Professional Bid (unpriced) document.
- Quality assurance process that would be adopted to ensure compliance of accepted methodology and plans
- Profile of the people to be deployed for the assignment.
- Any other relevant information, catalogues, brochures.

### **Evaluation Process**

The entire job consists of TT inspection at 7 Zones (East / North / North Central / North West / South / South Central / West) both Part A & Part B inspection taken together. Job for this 7 zones shall be distributed between 2 bidders in the proportion of 4 & 3 zones or approximate 60% & 40% based on the approximate value subject to matching of the rates of L1 by L2. Splitting of Part A & Part B inspection for a particular zones will not be allowed. Minimum financial outgo for HPCL will be the overriding principle guiding the splitting/award of jobs. The decision of zone splitting will be in sole discretion of HPCL.

Bidder should quote for all the items, otherwise their bid will be rejected.

The overall L1 shall be offered 4 zones or approximate 60% of the job value provided all the purchase norms of HPCL are met.

For the balance 3 zones or approximate 40% of the job value, offer for matching the L1 rates shall be extended to L2.

In case L2 does not match L1 rates, L3 will be given counter offer and then L4 and so on till one bidder matches L1 rate. If none of the bidders matches L1 rate then it will be sole discretion of HPCL to award total job of inspection of 7 zones to L1. The HPCL decision in this concern shall be final and binding to tenderer.

The quantity mentioned is only indicative and HPCL reserves the right to revise the quantity as per the actual requirement. The quantity mentioned above are directional and the order does not guarantees the execution of the quantity in full as the same is dependent on availability of tank trucks in the contract period.

**A. Unpriced Bid**

1. Unpriced bid submitted by the Bidder will be evaluated by the Corporation to determine if all of the Professional Bid requirements have been met, or if the Bidder has proposed an acceptable alternative.
2. Failure of the Bidder to provide any information required in this Professional Bid (Unpriced) may result in disqualification in the proposal.

**B. Commercial (priced) Bid:**

**The Commercial (priced) bids will be opened only for those agencies who qualify in the pre-qualification and unpriced bids.** Subsequently, HPCL's Purchase Procedure will be followed for finalizing the order.  
Standard Provisions

1. Proposals submitted in response to this invitation will be considered as contractually binding undertakings on the part of the Bidder should the Bidder's proposal be found acceptable to HPCL.
2. All materials received by HPCL as a result of this Bid becomes the property of HPCL and not returnable. HPCL accepts no financial responsibility for any cost incurred by any Bidder in responding to this Bid. Regardless of the Bidder being selected or not, HPCL reserves the right to use any information presented in the Bid to HPCL's benefit.
3. Proposals submitted in response hereto should not be construed as an obligation on the part of HPCL to award the Order for any or all items/services or a combination of services or items.
4. This Bid, including all sections and attachments or terms and conditions may be changed by HPCL either through additions or deletions before actual issuance of Execution Order/Signing of the Agreement/Contract.
5. Order will be placed on lowest bidder in individual zones. Accordingly, the order may be placed either on one party or more than one party.
6. Proposals submitted in response hereto will be considered as firm offers for a period of 90 days from the Bid due date or extended due date. HPCL may decide to place an order for a part/section of the Deliverables.

**7. Prebid meeting:**

**Prebid meeting will be held on 02.03.2017 at the following address:**

**Marathon Futurex building,  
9<sup>th</sup> Floor, HPCL  
Lower Parel, N.M.Joshi Marg  
Mumbai**

**Section-E**  
**Vendor profile & support**  
**requirements**



**Vendor Profile:**

The Agency is required to have deep and varied experience in carrying out third party inspection or past experience of operations job at petroleum installations like inspection of tank trucks, safety inspections, tank inspections etc. for meeting the customers' requirements.

**Program Delivery and Support:**

1. Please enclose the business turnover of the agency or alternatively number of full time agency working at various cities in India (city-wise) for each of the last three financial years, details of similar large projects with man hours billed and name of the clients for each of the three financial years, client references in India and any other performance parameters of your organization in India.
2. Bid should describe support infrastructure across the country.
3. Bid should indicate level of experience in other similar projects on conducting third party inspections.
4. Bid should describe various intellectual/proprietary/licensed tools, methodology, materials to be used for this project.

**Personnel Profile:**

Please describe the personnel profile of Specialist/ agency Team in India who will be engaged on full time and part time basis, in the following manner:

- Name
- Designation
- Age
- Photograph
- Academic Qualifications
- Details of working experience prior to Consultancy, if any

**Vendor References:**

It is crucial that all the methodology proposed by the Agency should be fully proven and tested in other organizations.

Please provide detailed references of the client organizations in India wherein the Agency has carried out such assignment in this area.

**The details of the client should include:**

Methodology, Deliverables, Timelines and Details of the Project  
Details of the client contact personnel including Name, Address, Telephone Nos (Landline and Mobile) and Email.

The Corporation may contact these personnel directly to find out the experiences of these clients in the areas of carrying out inspections by the agency. The Corporation may also desire to visit and meet the personnel of the reference client organizations.

**Implementation Support:**

During the implementation of the Project, Bidder would be responsible for making all major customization of methodology in consultation with HPCL

## Attachment-1

### Checklist for inspection of tank trucks

Sr No	Description
<b>1</b>	<b>Security Locking System</b>
<b>1.1</b>	<b>Dome Cover</b>
1.1.1	Installation of dome cover as per HPCL approved drawing
1.1.2	Dome Cover is properly welded and workmanship is good
1.1.3	Is the gap between TT top and dome cover edge less than 5 mm
1.1.4	Is the dome cover has circular ring all around circumference
1.1.5	Is the back side cleat more than 35 x 35 x 95 mm wide
<b>1.2</b>	<b>Bottom Delivery Valve Fittings</b>
1.2.1	Installation of Bottom Delivery Valve Fitting as per HPCL approved drawing
<b>1.3</b>	<b>Delivery valve</b>
1.3.1	Check the welding / brazing of the nut with the valve wheel. After tapping gently, if the nut can be rotated, the same shall be recorded as NC (In case any foreign deposit like m-seal / soap etc. is observed around the check nut the same shall be removed and the check nut shall be inspected)
1.3.2	Joining surface of valve stem & wheel is fully welded / brazed (If tack welding / partial brazing is observed, the same shall be recorded as NC)
1.3.3	Wheels of the bottom delivery valves are fully tightened and no rotational movement is observed.
<b>1.4</b>	<b>Locking System (Godrej / Abloy)</b>
1.4.1	Each bottom delivery valve is provided with separate security lock.(Provide NA if not applicable-To be advised by Zone)
1.4.2	Tank Truck enters the Location in locked condition
1.4.3	Each Dome cover at top is provided with separate security lock. .(Provide NA if not applicable-To be advised by Zone)
1.4.4	Availability of valid W & M seals on all compartments.(NA- if applicable – To be advised by zone)
<b>1.5</b>	<b>Brass strip / Y- Rod</b>
1.5.1	Brass strip / Y - Rod is a single piece and not welded / brazed. (NA- if applicable – To be advised by zone)
<b>2</b>	<b>Manhole</b>
2.1	Dip pipe is in the center of the manhole.
2.2	Each manhole is fitted with CCOE approved make PV vent.

2.3	Any additional fittings other than PV vent, dip pipe, emergency vent and fill pipe are not fitted on the manhole cover.
	<b>Manhole covers of all compartments to be opened and the following shall be checked: (B-Check)</b>
2.4	Tank is not having any concealed compartments. There are no unauthorized modifications / extra fittings inside the compartments.
2.5	Fill pipe of mild steel of size 100 mm nominal bore and flange mounted to the manhole base plate is provided. Internally, the pipe is extended till almost bottom of the compartment leaving a clearance of 25 mm.
2.6	Inner end of filling pipe is having splash deflector arrangement (45° Angular Cut).
2.7	Fill pipe is not slotted and contains only 4 nos holes of 13 mm dia above the product level.
2.8	Dip pipe contains min 5 nos perforations spread uniformly throughout its length.
<b>3</b>	<b>VMS/VTS ( Vehicle Management/Tracking System ) Mark as NA if VTS/VMU is not issued to TT by Location</b>
3.1	VTS instrument is installed & Online tracking of the vehicle shall be checked from the terminal at the administrative building.
<b>4</b>	<b>Branding of TTs</b>
4.1	Branding jobs are completed and intact. The copy of warranty card issued by 3M is available
4.2	Availability of Emergency Panel (60 x 80 cms.) both sides of the tank body
<b>5</b>	<b>Emergency Preparedness &amp; Accident Prevention</b>
<b>5.1</b>	<b>Crew Check</b>
5.1.1	Driver is having valid Heavy Vehicle Driving license
5.1.2	Driver is having certificate issued under Rule No. 9 of CMV rules for having undergone training (safe transportation of hazardous products by road)
5.1.3	The Driver and the Cleaner are having a valid Photo ID issued by the location.
5.1.4	TREM CARD duly filled in prescribed format is available & location emergency no. updated.
5.1.5	Whether the driver & cleaner attended safety training conducted at the Location within the last quarter. (Tick the quarter in which the last training was attended I / II / III / IV).
5.1.6	Driver has undergone checkup for Eye sight and medical certificate is available( at least once in six month)
5.1.8	Availability of valid PUC certificate
<b>5.2</b>	<b>Electrical Safety</b>
5.2.1	Vehicle has a cut off master switch for Electrical system.

5.2.2	Copper / Brass strip for earthing connection is welded on both sides of tank body and is naked and should not be painted.
5.2.3	Vehicle is having protective insulation along with fuses for all electrical circuits including battery terminal.
<b>5.3</b>	<b>Vehicle Safety</b>
5.3.1	Tank truck is provided with Anti-lock braking system (ABS). In driver's cabin ABS indication shall glow momentarily when ignition is switched ON
5.3.2	2 nos fire extinguishers (1kg + 10kg DCP) bearing ISI mark are available.
5.3.3	Fire extinguishers are having all details (TT registration no., date of servicing along with the due date) painted on the body and test certificate/History card for monthly check is available.
5.3.4	Spark arrestor is of CCOE make and is attached to the exhaust pipe by a proper welding system.
5.3.5	Vehicle has First Aid Box (as per CMV rules) and Tool Box . Check for availability of essential items.
5.3.6	Open the Fire Extinguisher and check condition of accessories (1. Hose shall be without any bends /kinks. 2. Nozzle grip and spring action is good. 3. Powder shall be dry and there should not be lumps.)
5.3.7	TT crew shall be asked to operate DCP fire extinguisher. TT crew is aware of procedure for operating FE and also operation of the FE is satisfactory. (Note: If the Fire Extinguisher operates successfully, consumables viz. CO2 and DCP will be replenished by HPCL. If the FE does not operate satisfactorily, no reimbursement / replenishment of consumables will be made)
<b>6</b>	<b>Condition of Tank / Chassis/ Engine</b>
6.1	Any bumps or dents are not present on the tank
6.2	Chassis is painted, free from rust. Quality of paint is good and not peeled.
<b>7</b>	<b>Vehicle Check</b>
7.1	Valid Explosive certificate & drawing from CCOE is available
7.2	Valid Calibration certificates is available.
7.3	Both Nut and Bolt of the flange joint of shut off valve are welded to the face of the flange.
7.4	Valid fitness Certificate and permit issued by RTO are available
7.5	Master valve and fusible link are in operating condition
7.6	Condition of steel guards at the rear, catwalk, stout steel guards to protect fuel tank, ladder is good and are free from rust. Color peeling of and signs of loose welding are not observed.

7.7	Exhaust is positioned away from the fuel tank. (In case exhaust is close to the fuel tank, a protective screen must be provided)
7.8	Fuel tank is positioned so that leaked / spilled fuel directly drains to the ground and does not impinge on hot surface
7.9	Neoprene discharge hose having braided wire spirally wound along the length is available. Hose shall have Brass / Aluminum coupling on both ends. Condition of the hose is good and no leakages. PVC/Plastic hose is not permitted.
7.10	The discharge hose is electrically continuous.

**Note:** Above check list broadly covers the parameters identified for checking during the inspection. However, Corporation reserves the right to add / delete / modify the parameters depending on operational requirement.

## Attachment-2

S.No.	Document to be uploaded	Yes/No
1	Financial criteria- copies of last 3 year audited balance sheet & profit and loss statement along with Certificate from Auditor.	
2	Technical criteria- copies of Purchase Order/LOI & relevant completion certificate to be attached	
3	Proof of company registration/ consortium/ JV	
4	Name, Designation and contact details of key Person(s) in the organization where similar jobs have been undertaken successfully.	
5	Declaration on letter head that understood the entire scope of job and deliverables.	
6	Declaration that the offer is valid for a period of 120 days under same terms and condition.	
7	Detailed response to the methodology that would be adopted to ensure achievement of scope, Quality assurance process that would be adopted to ensure compliance of accepted methodology and plans, Profile of the people to be deployed for the assignment. Any other relevant information, catalogues, brochures.	
8	Please describe the personnel profile of Specialist/ agency Team in India who will be engaged on full time and part time basis, in the following manner: <ul style="list-style-type: none"> <li>➤ Name</li> <li>➤ Designation</li> <li>➤ Age</li> <li>➤ Photograph</li> <li>➤ Academic Qualifications</li> <li>➤ Details of working experience prior to Consultancy, if any</li> </ul>	

**\*\*\* End of Document \*\*\***

**TENDER NO 16000251-HD-10157**  
**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of 2014 between Hindustan Petroleum Corporation Limited, a Company registered under the Companies Act, 1956, having its Registered Office at Petroleum House, 17 Jamshedji Tata Road, Mumbai-400 020, hereafter referred to as the Corporation (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) of the First Part AND “XYZ”, a company registered under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ Hereinafter referred to as “XYZ” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) of the Second part.

**WHEREAS**

- A. HPCL is inter -alia in the business of refining and marketing of petroleum products in India.
- B. HPCL interested to carry out Third party inspection of their Tank trucks positioned at various Terminal / Depots across the country. HPCL has approached “XYZ” who are rendering their services in similar area to different companies.
- C. HPCL after following a tendering process have engaged the services of “XYZ” and a Purchase Order / Contract / Agreement outlining the terms and conditions was issued by HPCL on “XYZ”
- D. Consequent to the Contract/Agreement, the parties are entering into this Confidentiality Agreement to establish and set forth the obligations in respect of confidential information.

**NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

Under the job of Third party inspection of Tank trucks at various Terminal /Depots, “XYZ” is conducting inspection of Tank Trucks at various Terminal /Depots. The documents relating to conducting the Third party inspection of Tank truck positioned at various Terminal /Depots across the country, collectively referred to as “Documents” shall be confidential. The documents /reports/data shall be the property of HPCL. “XYZ” shall not disclose or part with the contents on the Paper/electronic media or extracts or information or the documents to any third party or person or competitors of HPCL in any manner whatsoever. “XYZ” agrees that the breach of the provision of this agreement will cause HPCL irreparable damage for which recovery of money damages would be in adequate and that “XYZ” would be held liable for exemplary compensation/ damages/ other reliefs under law in case of any such breach.

1. “XYZ” their personnel/employees/associates may during the course of their association with HPCL have access to proprietary information of HPCL, subject to discretion of HPCL, which could be confidential, classified, restricted or secret (collectively called confidential). “XYZ” undertakes that they and their personnel/employees/associates shall at all times protect the confidentiality of such information. Any confidential information disclosed by HPCL, irrespective of whether they are marked confidential or not, shall be treated by “XYZ” as confidential. “XYZ” shall use the same standard of care in the storage, transportation, handling of confidential information as it normally uses in respect of its own proprietary data so as to prevent theft, unauthorized copying or unauthorized disclosure of the confidential information. “XYZ” undertakes (i) not



to disclose, sell, trade, publish or otherwise disclose such confidential information including by means of photocopy or any reproduction and/or discuss the same with any third party except their own duly authorized employees, officers or directors, as are strictly necessary to evaluate the confidential information for the purpose; (ii) not to take copies of confidential information disclosed to them by HPCL without the prior consent of HPCL; (iii) maintain a written record of the confidential information and of the whereabouts at all times of such confidential information and such record shall be made available to HPCL on their request.

Notwithstanding the foregoing, "XYZ" may disclose confidential information or relevant part of it, to the extent that:

- A. At the time of its disclosure in the public domain as evidenced by printed publication or otherwise.
- B. Can be shown by conclusive written evidence as being already in party's possession at the time of its disclosure, and
- C. Was disclosed to "XYZ" by a third party and such disclosure by third party was rightful.
3. "XYZ" shall promptly return all confidential information given to it by HPCL and shall promptly retrieve and return all such information given to any person. The confidential information shall include any and/or all copies in the possession or under the control of "XYZ".
4. The provisions regarding the period of this agreement, the law applicable, dispute resolution, jurisdiction and notice shall be the same as provided in the Purchase Order/Contract, provided however, the obligation of "XYZ" and to their computers, records, storage rooms, etc to verify that this agreement is complied with.

IN WITNESS WHERE OF the Authorized representatives of the parties have set and subscribed their respective hands the day and year first written above.

SIGNED AND DELIVERED  
For and on behalf of HPCL  
By the within named

---

In the presence of

SIGNED AND DELIVERED  
For and on behalf of "XYZ"  
By the within named

---

In the presence of

## . GENERAL TERMS & CONDITIONS OF CONTRACT

### 1. PRELIMINARY

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

It is the clear understanding that wherever it is mentioned that the Contractor shall do/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:
- 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.

## 6. COMPLETE AGREEMENT

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

## 7. INSPECTION-CHECKING-TESTING

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

## 8. OFFICIAL INSTITUTIONAL TESTING

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

## 9. WEIGHTS AND MEASUREMENTS

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

## 10. DESPATCH INSTRUCTIONS

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

## 11. OILS & LUBRICANTS

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

## 12. SPARE PARTS

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

## 13. PACKING AND MARKING

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

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

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

#### **15. CONTROL REGULATIONS**

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

#### **16. TRANSIT RISK**

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

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

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

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

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

##### NOTE :

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

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

- a. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or



failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-Charge/Site-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Once decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the job within such extended period of time.

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

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

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

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

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

## **22. PRICE**

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

## 23. TAXES & DUTIES:

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

## 24. CUSTOMS DUTY (CD) VARIATION

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

## 25. FOREIGN EXCHANGE (FE) VARIATION

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

## 26. TERMS OF PAYMENT

- a. The following payment terms shall be applicable:
  - i. As per special terms and conditions of this tender.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.

- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-

- i. Delivery Challan / Lorry Receipt.
- ii. Manufacturer's Test Certificate
- iii. Inspection/Clearance report
- iv. Manufacturer's Guarantee Certificate
- v. Performance Bank Guarantee for 10% Basic Order Value
- vi. Any other document specified in the Purchase Order.

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

## 27. RECOVERY OF SUMS DUE

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

## 28. CHANGES

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

## 29. CANCELLATION / RISK PURCHASE CLAUSE:

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

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

### 30. PATENTS AND ROYALTIES

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

### 31. PERFORMANCE GUARANTEE

### 32. NON WAIVER

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

33. NON ASSIGNMENT

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

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

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

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

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

36. TECHNICAL INFORMATION

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

37. SERVICES OF VENDOR'S PERSONNEL

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

38. VENDOR'S LIABILITY

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of



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

39. CORPORATION'S MATERIAL

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

40. GUARANTEE FOR SPARE PARTS:

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

41. ARBITRATION (Separately uploaded)

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

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

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



j. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at 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.
  - 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. Also refer to MSE guidelines document of this tender. This has to be read in conjunction with MSE guidelines document.

#### 43. VALIDITY OF OFFER:

As per special terms and conditions.

#### 44. INTEGRITY PACT:

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

#### 45. ORDER OF PRECEDENCE

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

#### 46. GENERAL:

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

liable for rejection.

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

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

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

47. **Security Deposit:** Security deposit as mentioned in the tender shall be submitted in the form of Demand draft / Bank Guarantee issued by scheduled / Nationalised banks other than co-operative banks, shall be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance. EMD shall be refunded only after submission of Security deposit for successful bidder. The validity of this Bank Guarantee shall be the total duration of the contract and the same shall be refunded basis HPCL officer certification at the end of successful completion of contract.

## **MSE / NSIC Guidelines**

### **Registration of Micro, Small and Medium Enterprises for two types of Companies:**

#### **Manufacturing Entity**

The enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the first schedule to the industries (Development and regulation) Act, 1951). The Manufacturing Enterprise are defined in terms of investment in Plant & Machinery.

#### **Service Entity**

The enterprises engaged in providing or rendering of services and are defined in terms of investment in equipment.

No.	Type of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment in equipment)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small	Exceeds Rs. 25 Lakh but does not exceed Rs. 5 Crore	Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium	Exceeds Rs. 5 Crore but does not exceed Rs. 10 Crore	Exceeds Rs. 2 Crore but does not exceed Rs. 5 Crore

Presently EMD/Tender Fee exemptions and purchase preference are applicable to only Micro and Small Industries . View above, if you are claiming EMD/Tender Fee exemptions , you should meet above criteria for Micro and Small Industries. You have to submit your supporting documents like NSIC registration certificate, MSE registration certificate issued by competent Govt bodies like District Industries Center and other bodies to become eligible for the above exemption. Also your certificate (NSIC) / MSE shall cover the items tendered to get purchase preference. NSIC certificate shall be valid as on due date / extended due date of the tender. This is not applicable if you are non NSIC unit. Entrepreneurs Memorandum – Acknowledgement Part – II can also be submitted for claiming above benefits. Udyog Aadhar certificate issued on line is also acceptable.

Sign & seal of Bidder

## **INSTRUCTIONS TO BIDDERS**

**TENDER NO 16000251-HD-10157**  
**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**(A Government of India Enterprises)**  
**RETAIL DEPARTMENT, HINDUSTAN BHAWAN (4TH FLOOR)**  
**8, S.V. MARG, BALLARD ESTATE, MUMBAI 400 001.**

**Phone : 22637444/22611811**

**Fax : 2261 4263**

**NOTICE INVITING TENDER FOR: THIS PUBLIC TENDER IS FOR FINALISING PARTY FOR CARRYING OUT SURPRISE INSPECTIONS OF TANK TRUCKS AT HPCL LOCATIONS.**

**EMD :** As mentioned in the e-tender.

**EMD :** EMD for requisite amount as mentioned in the tender document , shall be accepted in the form of demand draft, pay order, banker's cheque (**in favour of Hindustan petroleum Corporation Ltd, payable at Mumbai, issued by any scheduled bank -other than cooperative bank**) or by Bank Guarantee issued by any scheduled bank (other than cooperative bank). In case EMD is submitted in form of Bank Guarantee, it should be made on non-judicial stamp paper of appropriate value (denomination) and should be valid for **180 days** from due date/extended due date of the tender. Cheque / FDR or EMD or Bank guarantee in any other form shall be treated as offer without EMD and such offers shall not be acceptable. For foreign bidders Bank guarantee format is same as for Indian bidders. For guidelines on the issuing banks , please read the tender document.

EMD (as specified above) or exemption documents as applicable should be submitted along with the tender and should be deposited by tender due date & time, in the tender box provided in the office of **Sr Manager-Purchase-Retail SBU HINDUSTAN PETROLEUM CORPORATION LIMITED, RETAIL DEPARTMENT, HINDUSTAN BHAWAN (4TH FLOOR) 8, S.V. MARG, BALLARD ESTATE, MUMBAI 400 001.** Public sector undertaking and Units registered with NSIC may also send the hard copy of EMD exemption document by post to Sr Manager - Purchase at the address mentioned above by tender due date/time. HPCL shall not be responsible for any postal delays or non-receipt of EMD/BANK GUARANTEE by tender due date / time, reasons whatsoever. **Late submissions i.e. beyond tender due date and time or non-submissions , shall not be acceptable and such offers shall be rejected.**

1. Exemption from EMD ( refer MSE guideline document )

- a) Central Public Sector Enterprises are exempted from payment of EMD.
- b) The proof that the tenderer is PSE must be submitted along with Technical-Bid or else their offer is liable to be rejected.
- c) Units registered with National Small Industries Corporation (NSIC) / MSE are exempted from payment of EMD, subject to : **(This shall be read in conjunction with MSME guidelines document, provided separately for EMD exemption )**.

- (i) The unit should be registered with NSIC. Registration certificate shall be valid as on due date of tender and shall contain the items tendered.
- (ii) Techno commercial Bid is accompanied by a photocopy of valid NSIC Registration Certificate / Review Certificate.
- (iii) Photocopy of application for registration as NSIC or for renewal of NSIC will not Be acceptable. Such offers will be treated as offers received without EMD.
- (iv) Please refer to MSME guidelines .**
- (v) Registration with DGS&D will not entitle the Tenderer to claim exemption from Payment of EMD.

2. The EMD is liable to be forfeited, in the event of :

- (i) Withdrawal of offers during the validity period of the offer. (Refer item no. 16)
- (ii) Non-acceptance/ acknowledgement of LOA / PO, if and when placed.
- (iii) Non-confirmation of acceptance of Orders, within the stipulated time after placement of orders.
- (iv) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- (v) Non – execution of LOA / PO for any reason whatsoever.
- (vi) Non payment of Security Deposit / PBG against LOAs / POs within the stipulated period of 15 days from date of placement of LOA / POs, whichever is earlier.

EMD will be refunded to all the unsuccessful tenderers after price bid evaluation of the Tender. For successful tenderers, refund will be made after finalization & placement of Purchase Order..

**NSIC / MSE Certificate:** in case of having valid registration with NSIC / MSE , copy of the NSIC/MSE registration certificate (entrepreneurs memorandum – part II – acknowledgement) , is required to be uploaded by the bidders. Facility for uploading of the same has been separately provided in the tender under Agreed Terms and Conditions.

#### **Declaration with respect to blacklisting:**

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

#### **Important Instructions:**

i) Bidder can view the tender Document at HPCL website [www.hindustannetroleum.com](http://www.hindustannetroleum.com) however bidders are not allowed to quote manually on the basis of such downloaded document from website and such offers shall not be considered.

**Bids shall be submitted online only using link <https://etender.hpcl.co.in>.**

ii) Bid document is non-transferable.

iii) For submitting the bid on-line it would be mandatory for bidders to obtain digital certificate (which will enable data encryption as well as digital signing). For information regarding digital

certificate, bidders may visit <http://www.cca.gov.in>. For submitting the bid online, bidders are advised to follow the step by step procedure given under the link "Bidding Manual" at website <https://etender.hpcl.co.in> in In case bidders are unable to access the site <https://etender.hpcl.co.in> bidders may contact HPCL at help desk no given in the portal.

**The on-line bidding would comprise broadly following steps —**

**For Registered Bidders:**

- This is E-tender and entire bidding process has to be done online in our e-procurement site <https://etender.hpcl.co.in/> **only**.
- This tender is floated in e-procurement module on two bid basis. The Tenderers shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each tenderer themselves. HPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- No manual submission of documents (Except EMD) is permitted.
- Bidder should use there 8 digit Vendor code as login ID and Bill Tracking system passwords to bid online using link: <https://etender.hpcl.co.in>.
- Browser for this link opens only in the internet explorer 6 and above.

**Note: upload digital Certificate as per following steps:**

**Upload Digital Certificate (\*.cer Format)**

1. Download test PDF for signing from here [Download](#)
2. Sign test PDF with Digital Certificate which is being uploaded  
(for this step , you need to download JDK 1.6 software from utilities. After downloading this utility ,down load pdf signer and then install . This will complete installation of J sign pdf in your system. With this Jsign pdf utility, you have to sign the above test document. For signing , you have to click on Jsign pdf .  
One pop up box will appear.  
Click on browse against input pdf file and select the test document created above  
Then click on sign  
Successfully signed message will appear and one more file named test pdf\_signed will be created and saved on desk top.)
3. Upload above signed test PDF \*
4. Upload Digital Certificate.  
(For this you have to open internet explorer- select tools- internet options- content- certificate- select both signing as well as encryption certificate by using

control button , then -export – then keep clicking next till you get message that export successful\* After this .cer file will be created and saved on your desktop.

Upload Digital Certificate

upload here .cer file

- After the above step, get your digital certificate validated within 24 hours by contacting following Purchase officer. If you do not get this validated within 24 hours, you have to repeat the above four steps again. Digital certificate can be validated by calling Manager Purchase/purchase Officer.
- Contact for Validation of DC:
- Y.Ramesh Babu
- Sr Manager – Purchase

**Once validated, you need not do this again for other tenders. This is one time process.**

**Tender opening will be done online and bidders can see their bids as well as bids of others online by logging into their systems after tenders are opened.**

- a. 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.
- b. HPCL shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
- c. Fax / e-mail bids shall not be accepted.
- d. HPCL reserves the right to accept or reject any one or all the tenders without assigning any reason.
- e. Completed tenders in all respect should be submitted on-line at website <https://etender.hpcl.co.in> by the tender due date / time. Unpriced (Technical) bids shall be opened on-line and participating bidders can view / witness the same on-line by logging in at website <https://etender.hpcl.co.in>. bidders would not be allowed to submit their bid after stipulated tender due date and time.
- f. This tender will be finalized basis overall lowest quoted total landed cost including taxes , levies and duties as applicable. If taxes , levies and duties are not separately quoted, same shall be considered as inclusive and accordingly bids shall be evaluated. No correspondence on this shall be entertained at latter stage.**



**g. Quoted rates shall not be mentioned in the unpriced bid**

**List of documents for which hard copies have to be sent to our Office**

***(in addition to soft copies uploaded in the system):***

**1. EMD .(Earnest Money Deposit)**

**2. Integrity Pact**

**For tender related queries, please contact Y.Ramesh Babu, Sr Manager – Purchase at [yrameshb@hpcl.co.in](mailto:yrameshb@hpcl.co.in) . Any technical queries shall be referred to muralimohan@hpcl.in**

Vendor help manual has been uploaded with this tender for guidance on online bidding.

**Order shall be placed on two bidders L1 (Overall Lowest Quoted bidder) and L2 (Overall Second lowest quoted bidder) in the ratio 60:40 subject to L2 bidder matching the L1 rates. If L2 bidder does not match the L1 rates, then same will be offered to L3 and so on in the order of their original ranking till one of the bidders matches L1 rates. If none of the bidders matches L1 rates then HPCL exercises discretion of awarding 100% quantity to L1 bidder.**



Pre Qualification Criteria				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Upload work orders along with completion certificates towards Technical criteria under pre-qualification criteria		-	Mandatory
2	Upload Turnover statements towards Financial criteria under Pre-qualification criteria		-	Mandatory
3	Pre Qualification Criteria	Pre-Qualification Criteria.pdf	-	No
4	Organisation Data	ORGANIZATION DATA.pdf	-	No
5	Upload duly filled organization data		-	Mandatory

**TENDER NO 16000251-HD-10157**

**Pre-Qualification Criteria**

**DOMESTIC PUBLIC TENDER FOR  
SURPRISE INSPECTIONS OF TANK  
TRUCKS AT HPCL LOCATIONS**

Bidders must fulfil the criteria mentioned below and should attach documentary proof supporting the same:

**1. Financial criteria:** Average Annual Financial Turnover of the agency during the last 3 years, ending with 31<sup>st</sup> March 2016, should not be less than Rs 108 lacs.

(Notarised copies of last 3 year audited balance sheet & profit and loss statement to be attached along with Certificate from Auditor). In case the financial years are ending with December or September or June , last three years turnovers ending with December / September / June 2016 / 2015 respectively (whichever is ready) shall be submitted.

**2. Technical criteria:**

Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending 31/01/2017 with experience should be any one of the following:

- a. Three similar completed works, each costing not less than Rs.144 lacs or
- b. Two similar completed works, each costing not less than Rs.180 lacs or
- c. One similar completed work costing not less than Rs.288 lacs

The bidder should have past experience of conducting similar jobs of carrying out third party inspection services like inspection of tank trucks, safety inspections, tank inspections etc. at petroleum /petro-chemical installations.

Please furnish details of work orders executed by the agency in last 7 years as per above criteria:

Sr No	Description of the job	Organization	Period	Value of the Order


(Notarised copies of Purchase Order/LOI & relevant completion certificate to be attached)

The technically qualified vendors may be required to make a detailed presentation of their experience and capability to HPCL at Mumbai at their own cost.

The Bidder fulfilling the criteria mentioned as above may submit the following details.

- Documentary proof of above turnover by submitting audited Balance sheet and Profit and Loss statement along with Certificate from Auditor
- Name, Designation and contact details of key Person(s) in the organization where similar jobs have been undertaken successfully.
- Performance certificates from reputed clients of having successfully completed programs similar to the programs proposed by HPCL.

The Purchase/work Order and completion certificate shall clearly mention the details of jobs carried out by the vendor so as to enable us to identify whether the vendor meets the technical criteria stipulated above or not. Any other document 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 stipulated above. In case of sub-contracts, Owner of the project shall certify the completion of job and not the main contractor on whom the owner has placed the order. Else, bidder shall be able to produce necessary documentation as required by HPCL to authenticate sub-contracts.

Supporting Documents pertaining to Bidders Qualification Criteria have to be uploaded namely BQC – Technical & BQC-Financial as per the provisions provided for the tenderers to upload their documents. Bidder shall furnish documentary evidence (separately for each job) in the first instance itself in support of their fulfilling the qualifying requirements. HPCL reserves the right to complete the evaluation based on the details furnished in original bid without seeking any additional information.

**Bidders shall meet both Technical and financial criteria to be eligible for this tender. All the documents that are submitted in support of Bid Qualification Criteria, shall be in English**

and notarized. Those documents which are not in English shall be translated and certified by competent authority.

**Verification of Originals:**

*All the participating bidders shall provide copies of all the necessary documents along with the bid. However, all the bidders or their authorized representatives are required to be present at HPCL Office on the informed dates along with the original documents for the verification/clarification by HPCL. Offers of Vendors who fail to submit the Original documents on demand shall be liable for rejection.*

### ORGANIZATION DATA TO BE SUBMITTED BY BIDDER WITH TECHNICAL BID

Sr. No.	PARTICULARS	DETAILS
1.	FIRM/ORGANISATION NAME	
2.	ADDRESS:	
3.	CONTACT PERSON NAME:	
4.	CONTACT NUMBERS:	
5.	FAX NUMBERS:	
6.	E - MAIL ADDRESS:	
7.	REGISTERED PAN NO:	
8.	REGISTERED VAT TIN NO:	*IF APPLICABLE
9.	REGISTERED CIN NO:	*IF APPLICABLE
10.	REGISTERED CST TIN NO:	*IF APPLICABLE
11.	EXCISE DUTY NO:	*IF APPLICABLE
12.	SERVICE TAX NO:	*IF APPLICABLE
12.	REGISTERED LBT NO:	*IF APPLICABLE
13.	FIRM/VENDER TYPE:	

.....  
**SEAL, SIGNATURE AND NAME OF THE TENDERER**

(From Pan No. AAP**F**A 3421J Forth digit is type of vendor/Firm.)

**DETAILS FOR 4 TH DIGIT:**

**F-FIRM**

C-COMPANY

P-PERSON

H-HUF (HINDU UNDIVIDED FAMILY)

A-AOP (ASSOCIATION OF PERSON)

B-BODY OF INDIVIDUAL)

L-LOCAL AUTHORITY

G-GOVERNMENT

J-ARTIFICIAL JURIDICAL PERSON



### Technical bid documents

Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity Pact	Integrity Pact.pdf	-	No
2	Declaration for Holiday listing	Declaration for holiday listing.pdf	-	No
3	Declaration for relatives	declaration of relatives.pdf	-	No
4	Bank Guarantee in lieu of EMD	Bank Guarantee in lieu of EMD - Copy.pdf	-	No
5	Upload integrity pact duly signed by two witnesses		-	Mandatory
6	Upload duly filled declaration for holiday listing		-	Mandatory
7	Upload declaration for relatives		-	Mandatory
8	Upload various documents specified under Detailed scope and conditions document		-	Mandatory
9	Upload copy of EMD		-	Mandatory



## AGREEMENT

### 18. UNDER INTEGRITY PACT

No.  
Dated

To,

**HINDUSTAN PETROLEUM CORPORATION LIMITED**

Sub : Procurement of Bidding Documents

Ref. Tender no.16000251-HD-10157

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) ...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,

(BIDDER)

Yours faithfully

(PURCHASER)



**Y. RAMESH BABU**

Sr. Manager - Purchase (Retail)

**Hindustan Petroleum Corporation Limited**

(A Government of India Enterprise)

**Hindustan Bhavan**

8, Shoorji Vallabhdas Marg, Ballard Estate,  
Mumbai - 400 001.

## 19. 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 Y.Ramesh Babu – Sr Manager – Purchase – Retail SBU 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 carry surprise inspection of tank trucks and the BIDDER/Seller is willing to offer/has offered the same (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

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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.

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### 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 LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection

with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER
  - (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.
- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems

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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 **Shri Jyoti Swaroop Pandey & Shri Kata Chandrahas**, (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission **Shri Ramesh Chandra Panda**.
- 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

BIDDER

Name of the Officer  
Designation  
HPCL

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

Witness

Witness

1.

1.

2.

2.

वाय. रमेश बाबू  
वरिष्ठ प्रबंधक - अधिग्रहण  
एचपीसीएल रिटेल

**Y. RAMESH BABU**  
Sr. Manager - Purchase  
HPCL Retail



## **DECLARATION**

(To be submitted along with un-priced / Technical bid)  
TENDER NO 16000251-HD-10157 – SURPRISE INSPECTIONS OF TANK  
TRUCKS AT HPCL LOCATIONS.

We M/s\_\_\_\_\_ hereby  
declare/clarify that we have not been banned or delisted or blacklisted or put on holiday  
list by any government or quasi Government agencies or PSUs.

NOTE: If a bidder has been banned or delisted or blacklisted or put on holiday list by  
any Government or Quasi Government Agencies or Public Sector Undertakings, the  
fact must be clearly stated with details. If this declaration is not given along with un-  
priced bid, the tender will be rejected as non-responsive. False declarations if proved  
shall be treated at par with non-responsive bids. False declaration shall also make bidder  
face actions by HPCL like putting on Holiday listing / black listing as deemed fit. No  
further correspondence on this at latter stage shall be entertained.

**Signature of bidder & Seal**

## **DECLARATION**

**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: \_\_\_\_\_ Signature \_\_\_\_\_

Name of Person signing \_\_\_\_\_

Tenderer's Name and address with seal \_\_\_\_\_

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## **LIST OF RELATIVES**

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

He / She / They are members of Hindu Undivided family or

He / She / They are Husband & Wife or

The one is related to the other in the manner indicated below:

Father

Mother (including Step Mother)

Son (including Step Son)

Son's Wife

Daughter (including Step Daughter)

Father's Father

Father's Mother

Mother's Mother

Mother's Father

Son's Son

Son's Son's Wife

Son's Daughter

Son's Daughter's Husband

Daughter's Husband

Daughter's Son

Daughter's Son's Wife

Daughter's Daughter

Daughter's Daughter's Husband

Brother (including Step Brother)

(SPECIMEN)

**BANK GUARANTEE IN LIEU OF EARNEST MONEY**

**(On Non-Judicial stamp paper of appropriate value)**

TO : Hindustan Petroleum Corporation Limited  
8, Shoorji Vallabhdas Marg,  
Ballard Estate,  
Mumbai - 400 001

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

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



2. We, ..... Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
3. We, ..... Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ..... Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

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

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

For ..... Bank  
(by its constituted attorney)

(Signature of a person authorised  
to sign on behalf of "the Bank")



Agreed Terms and conditions				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Technical : A. Acceptance of technical specifications and scope of supply as per tender enquiry. B. In case of deviation, confirm that the same has been highlighted separately.		-	No
2	Firm Prices Confirm quoted prices will remain FIRM and Fixed till complete execution of the order.		-	No
3	Delivery Period Confirm acceptance of delivery period as indicated in the tender documents		-	No
4	Delayed Delivery or Liquidated Damages Confirm your acceptance for delayed delivery clause as per the attached Terms and Conditions.		-	No
5	Payment terms : Confirm acceptance of tender payment terms		-	No
6	Validity Confirm that your offer is valid for 120 Days from due date or extended due date of the tender.		-	No
7	Terms and condition Confirm acceptance of attached instructions to Bidders and Terms and conditions. In case of deviations, confirm that clause wise comments have been indicated.		-	No
8	Indicate whether you are a Govt. Of India undertaking.		-	Allowed
9	Are you registered with NSIC or District Industries center as MSE Micro and Small Industries. copy of registration to be uploaded.NSIC Registration Certificate shall be valid as on tender due date or extended due date.		-	Allowed
10	In case registered with NSIC MSE please confirm whether the quoted item is included in the registration certificate.		-	Allowed
11	If you are a proprietary concern with valid NSIC certificate , kindly mention if proprietor is SC ST. if yes upload proof of the same.		-	Allowed
12	In case of delay in Delivery due to reasons attributable to Bidder, please confirm that any new or additional taxes and duties imposed after contractual delivery dates shall be to Bidder's account.		-	No
13	Confirm acceptance of ARBITRATION clause.		-	No
14	Confirm acceptance of Scope of Job as per Tender document		-	No
15	For Payment purpose Confirm acceptance of e-payments. Fill Annexure I Completely		-	No
16	Upload copy of your PAN card for Indian Bidders only		-	Mandatory
17	Confirm your acceptance that, in case of non-performance or failure to meet tender / PO scope , terms and conditions during the execution of order, HPCL shall take actions against the bidder like putting the bidder on holiday list / black list as deemed fit.		-	No

**Tender No. : 16000251-HD-10157**



Tender Published On : 22-Feb-2017 10:39

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



Integrity Pact is attached separately.