

Tender No. : 16000273-HD-10157



Tender Published On : 06-Mar-2017 14:26

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	PACKED BITU RAKE HANDLING	
Description	Tender Document for Packed Lube Transportation Ex Silvassa Terminal to various Locations and Customers across India	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	04-Apr-2017 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time	20-Mar-2017 14:30	
Pre Bid Conference End Date & Time	20-Mar-2017 15:30	
Queries Start Date & Time	07-Mar-2017 11:00	
Queries End Date & Time	03-Apr-2017 11:00	
Un Priced Bid Open Date & Time	04-Apr-2017 15:30	
Purchase Deptt.	PURCHASE DEPARTMENT CPO	
TF/EMD Drop Box Address	HPCL, 9th Floor, A Wing, Marathon Futurex Building, N M Joshi Marg, Lower Parel East, Mumbai 400013	
Tender Description	This Tender is for Packed Lube Transportation Ex Silvassa Terminal to various Locations and Customers across India. EMD is Rs. 2 lakhs. Due date of the tender is on 4th April 2017 @ 1500 Hrs. Prebid Meeting will be held on HPCL, 10th Floor, A Wing, Marathon Futurex building, N M Joshi Marg, Lower Parel East, Mumbai 400013 on 20th March @ 1430-1530 Hrs.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	200000.0

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

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

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

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

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

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Line Details Of Tender					
Srl. No.	Line Description	Ship To Location	UOM	Quantity	Mandatory
Pkd Bitumen Betkuchi				Manadatory: Yes	
1	Unloading/Loading at BG Yard (Volume: 33000)	13602-CALCUTTA DSR	Metric Ton	33000	Yes
DESCRIPTION => SCOPE OF JOB1.RAKE HANDLING (UNLOADING) AT GUWAHATI RAILWAY YARD. LOADING OF PACKED BITUMEN INTO THE TRUCKS AT GUWAHATI RAILWAY YARD.SEGREGATE VG 10 & VG 30 IF THE SAME ARE FOUND TO BE MIXED IN WAGONS.					
2	Transport'n BG Yard - Betkuchi (Volume: 33000)	13602-CALCUTTA DSR	Metric Ton	33000	Yes
DESCRIPTION => SCOPE OF WORK1. TRANSPORTATION OF THE PACKED BITUMEN FROM GUWAHATI RAILWAY YARD TO HPCL BETKUTCHI DEPOT					
3	Unloading/Stacking at Betkuchi (Volume: 33000)	13602-CALCUTTA DSR	Metric Ton	33000	Yes
DESCRIPTION => 1.UNLOADING/STACKING OF THE PACKED BITUMEN AT BETKUTCHI DEPOT AS PER THE INSTRUCTION OF DEPOT OFFICERS					



Tpt and rake handling Betkuchi				
Sl.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
1	Integrity pact		-	Mandatory
2	Declaration I II III		-	Mandatory
3	Details of Partnership with HPCL Directors Parts A B C		-	Mandatory
4	Particulars of Tenderer		-	Mandatory
5	Bank e mandate		-	Mandatory
6	Declaration Regarding PAN No along with self-attested copy of PAN Card		-	Mandatory
7	EMD details		-	Allowed
8	General Irrevocable Power of Attorney		-	Allowed
9	Copies of Trading license or Company Registration Certificate		-	Mandatory
10	Documents for Technical PQC such as PO or Work Order or agreement with supporting documents		-	Mandatory
11	Confirmation of Terms and Conditions		-	Mandatory
12	Any other document you may wish to upload		-	Allowed
13	Any other document you may wish to upload		-	Allowed
14	Tender Document	Tender Document Rake Handling Betkuchi.pdf	-	No
15	integrity Pact	IP Betkuchi.pdf	-	No
16	Tips for bid submission	TipsBidsubmission.pdf	-	No
17	Vendor Bidding manual	Vendor Bidding Manual TWO BID.pdf	-	No
18	e payment of EMD	Vendor_OnlineTF_EMD Ltst.pdf	-	No
19	FAQ on e payment of EMD	FAQ E-payment.pdf	-	No



HINDUSTAN PETROLEUM CORPORATION LIMITED
(A Government of India Enterprise)

Central Procurement Organization – Mktg.

(9th Floor, Marathon Futurex Building, 'A Wing', Mafatlal Mills Compound,
N.M. Joshi Marg, Mumbai – 400 013)

Tender Document for
Transportation and Rake Handling
Services of Packed Bitumen to Betkuchi

Table of Contents:

Sr. No	Description	Page No.
1	Tender Notice	3
2	Abbreviations in Tender	4
3	Instructions to Bidders	5-14
	Techno-Commercial Bid	
	Pre-Qualification Criteria	15
4	Special Terms & Conditions	16-17
5	Commercial Terms & Conditions	18-22
6	General Terms & Conditions	23-27
7	Format for Bank Guarantee in lieu of EMD	28-29
8	General Irrevocable Power of Attorney	30
9	Format for Security Deposit Bank Guarantee	31-32
10	Handling And Transport Contract Agreement	33-40
12	Priced Bid – to be filled online in E procurement site of HPCL	41
	Annexures for uploading by Bidder	
Annexure –I	Indemnity Bond	42-43
Annexure –II	Declaration I	44
Annexure –III	Declaration II	45
Annexure –IV	Declaration III	46-47
Annexure –V	Details of Partnership with HPCL Directors	48-49
Annexure –VI	Caste Certificate, if Applicable	50-52
Annexure –VII	Particulars of Tenderer	53-54
Annexure –VIII	Format of bank e-mandate	55
Annexure – IX	Format for Confirmation of Terms and Conditions	56
Annexure – X	Declaration Regarding PAN No along with self-attested copy of PAN Card	57

Tender Notice

Tender No. 16000273-HD-10157

Date: 03.03.2017

Competitive Offers are invited from Indian bidders with sound technical and financial capabilities fulfilling the qualifying requirements stated in this tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi for a contract period of 12 months from the placement of LOI/purchase order and it can be extended for another period of 12 months at the same terms if quantity is not completed within 12 months.

Details of Location:

Guwahati IRD, Betkuchi
Near Balaji Mandir,
NH-37 Bypass, PO-Sawkuchi,
Guwahati - 781040

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Redefining Procurement

Abbreviations used in this Tender

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

Instructions to Bidders

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

- viii. It may be noted that response in any other form (through post, telegram, fax, telex, e-mail, and courier) shall not be accepted.
- ix. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit this website to keep themselves updated.
- x. Bidder is advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- xi. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender, Specifications.
- xii. All the enclosed Tender documents along with the covering letter will form part of the tender.
- xiii. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- xiv. A bidder who is new to e-Tender, is advised to refer to help link after logging in to the above site for Login Id and Password.
- xv. Contact Help Desk For any technical queries related to operation of the portal please send mail to **eprochelpdesk@mail.hpcl.co.in** OR please call us at **022-41146666**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays).In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.
- xvi. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. It is highly recommended that bidder reads the "Tips for successful bid submission" available in the home page of website, immediately after logging in.

5. Techno Commercial Bid

The techno commercial bid shall include the following –

- a. **Integrity Pact duly signed & witnessed**
- b. Attachments/ Annexures only as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- c. Copies of Tax Registrations.
- d. Copies of Registration Certificate under MSE etc.
- e. Declarations – Delisting, Particulars of Tenderer for Service Tax, PAN No.
- f. Particulars of Bidder & Organization details in
- g. **Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

6. Price Bid

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
 - b. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
 - c. Validity of the Offer: The offer shall be valid for a period of 180 days from the due date/ extended due date of opening of the un-priced bid.
7. All communication regarding the tender including queries, if any, and submission of bids shall be done electronically through the e-Procurement portal at website **<http://etender.hpcl.co.in/>**
8. Existing Vendors to login with their 8-digit Vendor Code as User ID and password as issued for “Bill Tracking system”. Alternately password can be collected from the technical helpdesk.
9. New Vendors are to access after completing the temporary registration process thru the site at <http://etender.hpcl.co.in/>
10. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting on-line offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD, wherever applicable.
11. 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.
12. Bidders are not allowed to mention any quotes in any other parts of the tender.

13. The bidder shall be fully responsible for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. as per clause of General Terms & Conditions of the tender.

14. Rebate:

No reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

15. Request for extension of tender submission due date, if any, received from bidders within 72 hours of tender submission due date / time, shall not be considered.

16. Queries:

- i. Clarifications sought/ queries received from bidders /vendors/parties on tender, within last five days of bid due date, will not be entertained by HPCL. Please refer query end date / time in tender calendar after which no query posted by bidder shall be considered.
- ii. Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted on-line only (by logging in at <https://etender.hpcl.co.in/> by the query end date / time specified in the tender consolidated view / NIT view/ tender calendar. The reply of queries sent by bidders/ messages issued by HPCL pertaining to tender shall be available on tender message board. HPCL, at its sole discretion, may not entertain the queries sent by post/ fax/ e-mail or through any other mode of communication.
- iii. Queries pertaining to any contradictions in the tender must be raised within due date and time of the tender. After the due date and time, HPCL will not be held responsible for any contradictions which the bidder may feel is present in tender.

17. The Bid document is not transferable.

18. The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.

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

20. Black List/Ban/Holiday List

- i. Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL/any Government/ Quasi Government Agencies or PSUs, shall not be considered for either evaluation or for award of work.
- ii. The bidder should give a written declaration indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.

21. Address of tender floating department:

Sr Category Manager – CPO (Mktg.)
Hindustan Petroleum Corporation Limited.
9th Floor, Marathon Futurex Building – A Wing,
Mafatlal Mills Compound,
N.M. Joshi Marg,, Mumbai – 400 013
Tel. No. 022- 23030075, 23030080

22. Earnest Money Deposit (EMD): EMD details provided in the section “Special Terms and Conditions”

23. Integrity Pact:

- i. Integrity Pact (**refer Annexure 1**) is a Pact between HPCL (as a procurement) on one hand and the prospective bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the Corporation Pro-forma of Integrity Pact (which is issued along with the bidding document – shall be returned by the bidder along with the bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
- ii. ***Note: Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.***
- iii. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover Liquidated Damages amount by from bidder by en-cashing the EMD/Bid security (Bid Bond) submitted by the bidder, as per provisions of Integrity Pact.
- iv. If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor Liquidated Damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 10 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

24. Grievance Redressal Mechanism:

Hindustan Petroleum Corporation Limited (HPCL) has developed a 'Grievance Redressal Mechanism' to deal with references/grievance if any that are received from parties who participated/intend to participate in the Corporation Tenders. The details of the same are available on our website www.hindustanpetroleum.com

25. Digital Signature – Authorized Signatory

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

26. Consultancy

- i. A firm which is not a PSU or an associate or a joint venture of a PSU and which has been engaged to provide goods or works for a project and any of its affiliates will be dis-qualified from providing consultancy services for the same project.
- ii. Conversely, a firm which is not a PSU or an associate or a joint venture of PSU, hired to provide consultancy services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.
- iii. Consultants or any of their affiliates who are not PSUs or an associate or a joint venture of a PSU will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

- iv. The above clauses, however, will not be applicable to a firm engaged in preparation of Detailed Feasibility Report (DFR) but will apply to an EPC (Engineering Procurement Contractor) or PMC (Project Management Consultant)

27. Subcontracting prohibited:

If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract.

28. Acceptance of the Offer by the Corporation:

Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Unworkable offer. Purchase / price preference as applicable would be given to Central Public Sector Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

29. Please note that all the terms and **conditions** of this tender are required to be accepted by bidders and no counter conditions will be entertained.
30. Any bid that does not meet the Pre-Qualification requirement or the requirement in the Techno-commercial bid is liable for rejection without further notice. HPCL reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.
31. HPCL reserves the right to extend the tender due date.
32. HPCL is not responsible for any delay in submission of bids by the vendor.

33. Corrigenda/Addenda:

- (i) At any time prior to the bid due date, HPCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.
- (ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted only on the website **<http://etender.hpcl.in>** indicated in clause 3 above. Bidders should regularly visit this website to keep themselves updated.
- (iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted in the e-procurement system on the website **<http://etender.hpcl.in>**.
- (iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.

34.Extension of Due date:

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, HPCL may, at its discretion, also extend the bid due date.

35. HPCL reserves the right to make any changes in the terms and conditions without any intimation.

36. HPCL reserves the right to reject any or all bids received incomplete.

37. The vendors who are already enlisted with HPCL should also participate.

38. The vendors should have acquired clearance from all statutory authorities as applicable.

39. HPCL reserves the right to reveal the contents of the bid documents submitted by the bidder / tenderer during the process of opening of witness bid as per prevailing policy of the corporation.

40.Clause Others:

- a) **Vendor shall not sublet, sub contract or assign the work against order placed.**
- b) **Penalty:** As mentioned in General Terms & conditions.
- c) **Part Order Quantity:** As mentioned in General Terms & conditions
- d) **Quantity tolerance:** Refer to the section “**Technical Specifications**”
- e) Any quantity in excess of the ordered quantity shall be returned to supplier at supplier's expense.
- f) HPCL reserves the right to suspend dispatch of the material covered by the order in event of strike, accidents or other contingencies beyond HPCL control.

- g) HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.
- h) HPCL shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of HPCL in this connection shall be final.
- i) All correspondence shall be in English language only

41. Order of Precedence:

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

42. Queries pertaining to any contradictions in the tender must be raised within the due date and time of the tender. After the due date and time, HPCL will not be held responsible for any contradictions which the bidder may feel is present in the tender.

43. Miscellaneous

- a. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- b. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India
- c. This Tender is not transferable . All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- d. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.
- e. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.

- f. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- g. Courts in the city of Mumbai alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
- h. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation , in case of withdrawal of offer at any stage , non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- i. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

44. Other:

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

Techno-Commercial Bid

Pre-Qualification Criteria

1. The following are the Technical Pre-Qualification criteria:

Technical

The vendor should have carried out similar jobs totaling more than Rs. 25 Lakhs during the past three years. A maximum of two orders would be considered for arriving at the financial value.

Similar work above means:

“Carrying out transportation through truck as well as liaising activities with Railways for loading of rakes of any product”.

2. Bidders are required to meet the above criteria for qualifying. Bids not meeting any of the above criteria shall be rejected.

Documents in respect of Technical Criteria:

- a) **Purchase order or work order/Agreement/Completion Certificate**
 - b) Supporting Documents pertaining to Pre-Qualification Criteria have to be uploaded as per the provisions made in the e-procurement portal in the Section ‘Annexures to be uploaded by Bidder’.
3. Bidder shall furnish documentary evidence (separately for each work order) in support of their fulfilling the qualifying requirements.
 4. HPCL reserves the right to seek information / documents from bidders, in addition to details furnished in original bid, to complete the evaluation.

Special Terms & Conditions

SCOPE OF JOB

1. Combining the volume for 24 months sales projection of packed bitumen in North East is concerned, the estimated volume from Guwahati IRD is 65300 MT. Betkuchi is the supply location which feeds most of states like Assam, Meghalaya, Mizoram, Sikkim, Arunachal Pradesh, Tripura and Manipur.
2. Liason with Railway Authorities, HPCL and other local authorities to ensure smooth operation of unloading of packed bitumen. The job involves following primary activities:
 - a. Initiate co-ordination activity with Guwahati Railway Yard and HPCL authorities as soon as information regarding rake movement is received.
 - b. Co-ordinate with Railway authorities to complete documentation process for unloading of packed Bitumen drums at Betkuchi Railway Siding.
 - c. To place adequate number of trucks and manpower at Rake Unloading point. Any demurrage and wharfage due to delay unloading will be borne by the successful bidder/Contractor.
 - d. Take count before starting loading in the truck. In case of short receipt of drums, acknowledgement of Railway Authorities to be obtained in required format for lodging claims.
 - e. Any leaky/damaged drums observed are to be segregated to get them verified/inspected by Railway Authorities and acknowledgement to be obtained in required format for lodging claims. Any in-transit leakage/damage if any from the Railway yard to our storage yard shall be debited to and recovered from the successful bidder.
 - f. Transportation of the product to Betkuchi Depot without any product loss en-route in terms of the number of barrels in terms of selling units.
 - g. To take responsibility for processing necessary documents and obtain acknowledgement of concerned Railway officials for any variation/discrepancies observed for future lodging of claims on Railway by HPCL.
 - h. To make good payment on any liability arising out of any claim of HPCL on Railway being dishonored due to documentation error as mentioned above.
 - i. All statutory requirements with respect to minimum wages, PF, ESIC etc for the labors engaged by the contractor need to be complied completely.
 - j. Any losses of the product, damage of the drums due to mishandling by the labors of the contractor will be debited from the contractor's monthly bill.
 - k. At any point of time if the contractor fails to perform the job due to any reason, in that case Corporation will go for risk purchase of the service from any third party and any differential amount if any will be debited to from the contractor's bill or BG.

I. Liasoning with Sales Tax Authorities.

3. The drums have to be unloaded carefully from the wagons and loaded into trucks for transportation. Any shortfall and loss due to improper handling and loss during transit will be borne by the tenderer and such amount will be deducted from his bill or any other running bill.
4. For any shortages in the quantity of drums will be debited to the successful Tenderer at the cost of depot selling price at receiving location.
5. Tenderer will have to unload full rake and complete this activity within stipulated time so as to ensure no demurrage is incurred. In case demurrage is incurred, such amount will be debited to the Tenderer OR Tenderer will have to directly pay the same to Railways and submit proof thereof.
6. The Tenderer shall load & stack filled drums in trucks. In case of any damage to the drum while loading, the cost of the drum and its handling charges shall be recovered from the Tenderer.
7. The Tenderer shall be responsible for the due compliance with all the provisions of the Explosives Act, shop and Establishment Act, Workmen's Compensation Act and all other Central State or Local Acts which may be applicable and the Tenderer shall indemnify the Company against all loss and damage which the Company may suffer by reason of his non-compliance or non-observance of any such provisions and/or by reasons of his wilful default or neglect. The Tenderer shall take out the insurance policy against any liability under the provisions of Workmen's Compensation Act.
8. Payment will be made for net weight of the product only and the weight of empty drum is not considered for this purpose. Weight of empty drum can be considered as 9 Kgs and tenderer is requested to quote his rate accordingly.

Numbebr of drums in a single rake: 12600 nos

Weight of one bitumen drums: 161.8 kgs i.e., 0.1618 MT (product weight)

For 16 rake quantity in a year: $16 \times 0.1618 = 32618.88$ MT

For one year maximum expected volume = 33000 MT (rounded)

Evaluation of the tenders

Order shall be finalized on one vender on overall lowest basis, based on the Net Delivered Cost **at HPCL's premises on the due date of the tender**, considering quoted rates, all duties, taxes, levies, transportation, loading & unloading charges at our site. Cenvat Credit, as applicable, shall be availed against any applicable Service Tax.

Commercial Terms & Conditions:

1. Earnest Money Deposit (EMD):

The tenderers shall submit along with the Techno Commercial Bid an Earnest Money Deposit (Refer table given below) by crossed account payee Demand Draft / **online thru Net Banking** / Non Revocable Bank Guarantee drawn on / from any Nationalized/Scheduled bank (**other than co-operative bank**). Demand Draft should be drawn in favor of "**HINDUSTAN PETROLEUM CORPORATION LIMITED**" payable at **Mumbai**. EMD should be submitted along with the Techno Commercial Bid.

EMD can be submitted as follows:-

EMD Amount	Mode of Payment
Rs.2,00,000 (Rupees Two Lakh only)	Online Payment thru Net Banking
	OR
	Demand Draft drawn in favour of Hindustan Petroleum Corporation Limited payable at Mumbai - DD to be drawn on Nationalized Bank / Scheduled Bank (Other than Co-operative Bank)
	OR
	Original Bank Guarantee from Nationalized Bank/ Scheduled Bank (Other than Co-operative Bank) valid for 6 months from the due date / extended due date of tender. Format is as per attachment.

- I. Interest is NOT payable on the EMD.
- II. The Bank Guarantee in lieu of EMD should have a validity of 180 days from the due date of this tender. If due date is extended then that many number of days shall be added to the validity period. Bank Guarantee in lieu of EMD may be submitted in prescribed format given in Annexure.
- III. Cheques, Cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD / Pending Dues / Bills / Security Deposits of other contracts etc. will not be accepted towards EMD.
- IV. Bids not accompanied by EMD or required documents for exemption from EMD shall not be considered at all.
- V. EMD to be submitted before the due date and time of opening of the Techno-Commercial bid of the tender for verification.
- VI. Details of payment instruments/Bank Guarantee/exemption confirmation should be provided and the same should be signed and uploaded.
- VII. EMD should be submitted in physical form in a separate sealed envelope boldly super-scribed on the outer cover with i) Tender No. ii) Description iii) Due date and time iv) Name of the Tenderer.

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 19 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

VIII. The EMD should be dropped in a separate envelope in Tender Box available at following address_ or sent by Registered Post/Courier so as to reach on or before the due date and time, i.e. 1500 Hrs. on 03-04-2017 at the following address:

**Sr. Category Manager – CPO (Mktg.)
Hindustan Petroleum Corporation Limited.
9th Floor, Marathon Futurex Building – A Wing,
Mafatlal Mills Compound,
N.M.Joshi Marg,
Mumbai – 400 013**

IX. HPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

X. In case the EMD (Original BG/ Original DD) is not received on or before the Tender Due Date and Time in Physical form, the bid shall be rejected.

XI. Exemption from EMD:

- a. Central Public Sector Enterprises are exempted from payment of EMD. The proof that the tenderer is PSE must be uploaded failing which their offer is liable to be rejected.
- b. Micro and Small Units specified by Ministry of Micro, Small and Medium Enterprises are exempted from payment of EMD, subject to:
 - i. Valid Registration certificate.
 - ii. Valid Udyog Adhar Card
 - iii. Micro and Small Enterprises registered with District Industries Center or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from making payment of EMD.
- c. In case Vendor is registered as MSE copy of valid registration certificate with any of the authorities mentioned in the opening pages shall be uploaded. The MSE Certificate Should clearly indicate:
 - i. The Item of manufacture/service for which, the Unit is registered with MSE,
 - ii. Location/address of the Unit for which the MSE certificate is issued
- d. For MSE status to be considered, supplies will have to be made from the unit for which the MSE Certificate is furnished. For this purpose copy of valid MSE registration certificate along with relevant Annexures, should accompany the tender.

XII. Forfeiture of EMD: The EMD is liable to be forfeited or parties who have opted for exemption from submitting the EMD, shall be barred for a period of at least one year from due date of this tender from taking part in any tender floated by HPCL in future, in the event of:

- a. Withdrawal/modification of offer during the validity period of 180 days from the due date/extended due date if any, of the tender.
 - b. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - c. Non-payment of Security Deposit, against LOAs / POs within the stipulated period of 30 days from date of placement of LOAs / POs, whichever is earlier.
 - d. Non acceptance of LOA/Orders.
- XIII. EMD will be refunded to all the unsuccessful tenderers after completion of commercial evaluation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit cum performance guarantee against LOA / PO. EMD shall not bear any interest and shall be refunded by e-payment in case same has been paid through Demand Draft/Payment Order. While claiming refund, the original Cash Receipt issued by HPCL must be surrendered.
2. **Contract Period:** The purchase order should be valid for 12 months from the date of placement of LOI / Purchase Order and it can be extended for another period of 12 months at the same terms if quantity is not completed within 12 months.
3. **BID REJECTION CRITERION:** Offers of Tenderers shall be liable for Rejection in case of the following:
 1. Offers of tenderers submitted in any language other than English and unit of measure not being metric system will be rejected.
 2. Offers of Tenderers where the equipment offered do not meet the technical parameters/specification, Or if HPCL is not convinced of technical capability of the vendor to deliver a system with features defined in the specification.
 3. Offers of Tenderers where the Prices quoted are not firm.
 4. Vendor has submitted the offer with conditions.
 5. Offers of Tenderers where the offer is made through by Representatives/Agents etc.
4. In the event some discrepancies are found between the quoted rates by bidders given in words and figures of the amount in the tender, the following procedure will be adopted:
 - (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
 - (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
5. **RATES:** Rates will be escalated/de-escalated once in a quarter as per the weighted averages RSP (previous quarter average) of HSD at HPCL retail outlets in Guwahati. Other two charges namely unloading/loading and unloading/stacking will be fixed for the tenure.

6. **Performance Bank Guarantee inclusive of Security Deposit:** Successful vendor has to submit a DD or bank guarantee as per the attached format, from any scheduled bank for a value of minimum Rs.10.0 Lacs in favour of HPCL, on non-judicial stamp paper of Rs 100/-. Bank Guarantee is to be given as per attached format only. HPCL shall be entitled to adjust any sum due to it from the Bank Guarantee. The decision of HPCL will be final. The bank guarantee should be valid for 18 Months from the date of Indent/Purchase order/Contract and if the contract period is extended by one year, the bidder will have to extend the BG 6 months beyond the expiry of the contract. BG should be submitted, within 30 days of issuance Letter of Intent/ Confirmation of award of contract by the Corporation, otherwise the same shall be deducted from successful tenderer's first bill. The DD/ Bank Guarantee should be drawn on any Nationalised/Scheduled Bank other than co-operative banks. Earnest Money Deposit (EMD, If any), will be refunded after submission of Security Deposit. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HPCL, is not allowed.

Performance Bank Guarantee inclusive of Security Deposit will be towards faithful performance of the tender / order terms and satisfactory completion of job as per tender specifications and will not bear any interest. Security deposit and Performance Guarantee shall be refunded to successful tenderer directly by our Disbursement Section, Kolkata DSRO after producing a satisfactory completion certificate from the location(s) where materials is supplied and no dues certificate from Railway. Security Deposit shall be liable to be forfeited wholly or in part in case the successful tenderer fails to comply with any of their contractual obligations.

7. **PAYMENT TERMS:** Partial payment is allowed but only after completing unloading from Box Wagon, Loading of Truck and transportation of drums from each rake, unloading & stacking of Drums at HPCL COD. Bills are to be submitted with necessary supporting documents required for lodging claims if any. Bills along with receiving location's Truck wise acknowledgement for receipt of Product, duly certified by concerned HPCL Officer shall be submitted to the Disbursement Section on 5th of every succeeding month. The Tenderer shall submit the bills on monthly basis with all relevant documents to Company's nominated officer and the payment for the same shall be made within 30 days of receipt of duly certified Bills at our Disbursement section
8. The handling & payment Office will be Kolkata Direct Sales Regional Office at the following Address:

Hindustan Petroleum Corporation Limited
Kolkata Direct Sales Regional Office

2nd Floor, 6 Church Lane,
Kolkata-700001

9. **Risk Purchase:** In case successful tenderers fail to deliver the ordered quantities of materials as per call ups stipulated in delivery schedule HPCL reserves the right to procure the undelivered quantities of materials from alternative sources at the risk, responsibility and cost of successful tenders. Such cost will be recovered from successful tenderer's pending bills, Security Deposit / EMD etc.

Suppliers of defective, damaged, rusty, leaky or off-specifications barrels or supplies deviating from other terms and conditions of purchase order will be rejected and repeated rejections will entail cancellation of orders and "Risk Purchase" from other alternative source(s) on supplier's cost. Similarly any undue delay in supply of called-up quantities beyond 15 days of concerned month, may entail Risk Purchase. Any loss damages arising out of the contract may be recovered from contractor's running bills of the contract or running bills of any other of his contract with the Corporation.

10. **Taxes & Duties:**

- Tenderer should quote their rates in the online price bid only. Offers with rates quoted in Un-price bid, Covering letter or any other place will be rejected.
- Prices shall be quoted in INR currency only.
- The contract is a GTA Contract (Goods Transport Agency contract) and therefore Service tax shall be discharged by HPCL as per Service Tax provisions under reverse charge mechanism on GTA. **Hence vendors should not quote for service tax.**
- It is the responsibility of the bidder to ascertain and quote the exact charges applicable towards various other Duties & Taxes (including charges towards Octroi, entry tax etc. if any applicable) prevailing at the time of submission of bids. However, if in the opinion of HPCL, the rates quoted are not correct, HPCL reserve the right to query the bidder at the un-price bid stage and adopt the correct rates as per the prevailing Laws.
- If revisions in taxes/ duties are effected by government authorities after the due date of tender, the same will be reimbursed to the tenderer on submission of relevant notification and Documents/Invoices/Receipts provided the same is payable by HPCL.
- Applicable TDS would be deducted as per Income Tax Act.

11. **The above clauses under Special Terms and Conditions shall supersede respective items mentioned in the General terms and Conditions and other documents, wherever applicable.**

GENERAL TERMS & CONDITIONS

- SUBMISSION OF TENDER:** Counter Terms and Conditions will not be accepted. Over Writing should be avoided. Please note that all Terms & Conditions enlisted in the Transport Agreement are applicable to the contract and are treated as a part of the Tender Terms & Conditions.
- Validity of offer from Tenderer:** Offers should be valid for acceptance for a period of **180 Days** from the due date or extended due date of Tender. Once the tender is accepted and work awarded, the rates should be valid for the entire contractual period. No tenderer will be allowed either to withdraw or to revise his offer after the last date of receipt of tender. Any offer containing variations from our terms and conditions and or containing counter conditions will not be accepted. Tenderers are advised in their own interest to quote strictly as per terms and conditions stipulated by HINDUSTAN PETROLEUM CORPORATION LTD and not to add conditions of their own or to modify the terms and conditions stipulated in the tender.
- Firm Price:** Quoted rate will remain firm throughout the validity period of contract/ order.
- Acceptance of Tenderers:** HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. The decision of HPCL in this connection shall be final.
- TRUCKS OFFERED:** The tenderer should be able to arrange sufficient no of trucks for transportation of packed bitumen drums from railway siding to Betkuchi Depot.

Tenderers must be prepared to offer more number of trucks whenever required by the Corporation.

Transporter should place trucks with capacities as per requirement for transportation.

The trucks offered by the tenderer should conform to the statutory rules and regulations as promulgated or enforced by the State / Central Government / Local authorities from time to time.

Wherever the Trucks have been mentioned, the same applies to Trucks fit for loading Packed Bitumen in drums, polythene packets or in any other form of packaging.

The contractor shall supply trucks meeting axle load restrictions in States and sections where axle load restrictions are imposed.

Tenderer would be presumed to have acquainted themselves with the working conditions existing at the locations, before submission of the tender.

6. **Sub-leasing:** The successful tenderers shall not be allowed or entitled to sublet, sub-contract or assign any part of the order without the prior written consent of HPCL.
12. **Cancellation:** HPCL reserve the right to cancel the contract forthwith upon or any time after the happening of any of the following events viz :
- a) If the tenderer has abandoned the work/Contract.
 - b) If Tenderer has failed to commence works or has without any lawful excuse under these conditions suspended work.
 - c) If Tenderer commits breach of any of the tender terms and conditions and fails to remedy such breach within 15 days of receipt of written notice in regard thereto.
 - d) If Tenderer has acted in a manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
 - e) If Tenderer has without authority, acted in violation of the terms and conditions of this contract and has committed breach of the terms of the contract in best judgment of the owner.
 - f) On the death or adjudication of insolvent of the tenderer if he be an individual.
 - g) Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding of tenderer if it be a company
 - h) If the attachment is levied or continued to be levied for a period of seven days upon effects of the tenderer or of any individual or partner of tenderer firm.
 - i) If the tenderer does not adhere to the instructions which may be issued from time to time by HPCL in connection with the manufacture of Greases, HPCL's right to terminate the contract shall be without prejudice to any of other rights and remedies against the tenderer and in the event of terminating the contract, HPCL shall not be liable to pay for any loss or compensation in respect of such termination. HPCL's right to terminate the contract shall be without prejudice to any of its other rights and remedies against tenderer and in the event of HPCL so terminating the contract, it shall not be liable to pay any loss or compensation in respect of such termination.
 - j) Detention charges payable to trucks for loading/unloading will be recovered from the parties/customers.
13. As and when HPCL demands, it will be the responsibility of transporter to take an in transit Insurance Policy to insure the product under transit risks; HPCL shall reimburse the cost of in-transit insurance.
7. **Interpretation:** In case of any lack of clarity/ inconsistency/ ambiguity in the meaning or interpretation of any Bid submitted to HPCL or any Terms and Conditions or words

in the tender document, then the interpretation of HPCL regarding the same shall be final and binding on all parties.

8. Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in the Oil Company are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any officers of the Oil Company or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderer's part entitling the Oil Company to all rights and remedies available thereof including termination of contract.
9. The Oil Company reserve the right, at their sole discretion, and without assigning any reason whatsoever, to:
 - a) Negotiate with any or all tenderers,
 - b) Divide the work among contractor(s),
 - c) Reject any or all tenders either in full or in part,
 - d) Assign the offered and accepted Trucks to any location, and
 - e) Engage additional contractors / Trucks at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.
10. The tenderer should study all the operations/ local conditions at the loading/unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
11. Tenderer should deposit the sealed tender well before the closing time and date in the tender Box earmarked for this purpose at the office mentioned in the tender notice. No tender document shall be entertained after due date and time of submission of tender. HPC will not be responsible for the delay under any circumstances whatsoever if the tender is not submitted before the closing date and time and in the correct tender box.
12. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of HPC in this respect will be final and binding
13. Tenderer should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.

14. Tenderer may witness the opening of tender on the appointed date and time in person or by deputing authorized representative.

15. Negotiations:

1. HPC reserves the right to negotiate with any or all the tenderers.
2. Tenderers may be required to visit HPC office for negotiations/ verification of documents, entirely at the cost of tenderers.
3. Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to HPC's representative/s participating in negotiations.
4. Originals of the documents submitted as copies along with the tender documents, as well as documentation to substantiate statements made in the tender document are to be produced for verification by HPC during negotiations or before the induction of the trucks with the corporation,.
5. Tenderers would be intimated by Regd Post / Telegram / UCP / E-mail/Fax on the date and time fixed for negotiations. All the bidders to whom intimations are sent shall participate in the negotiation process. In the event of L-1 bidder not attending the negotiations, despite advance intimation, HPC will proceed with the negotiation process with other tenderers in the set of L1 tenderers. The original L-1 tenderer would be placed at the revised ranking based on the negotiated rates arrived after negotiations with other tenderers. However, ranking as per the original quoted rates shall be maintained in line with the prevailing purchase procedures for meeting any additional requirement of trucks.
6. Revised offers submitted by the tenderers based on negotiations / counter offers shall not be more than the rates already offered earlier in the original offer or during the previous negotiations. In case the tenderer submits a revised offer which is higher than the rates quoted earlier, such tender will be disqualified and shall not be processed for further evaluation.

16. Execution of Agreement:

1. Successful tenderer/s will be required, before undertaking the contract, to execute the Agreement, within 30 days of the date of issue of the LOA/work-order and should physically place the TT at the location within 30 days from the issue of LOA / Work Order. In case of failure, the HPC will have the right to reject the induction of such TTs.
2. Specimen Agreement is enclosed along with the tender document. Tenderers are advised to carefully go through the terms and conditions of the contract agreement before submitting their tender. Signed copy of the specimen agreement also shall be

submitted along with the tender, duly signed by the tenderer on all pages over the official seal, as token of acceptance of the terms and conditions thereof.

3. When the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of Oil Company.
4. Failure to execute the agreement and/ or furnish required Security Deposit within 30 days time may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Oil Company to recover the damages under Law.
5. All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

17. Miscellaneous:

1. No unsolicited correspondence/ queries will be entertained while the award of the transport contract is under review/ consideration. HPC regrets inability to answer individual queries.
2. If any of the information submitted by the tenderer is found to be incorrect at any time, including the period of contract, Oil Company reserves the right to reject the tender/ terminate the transportation contract and reserves all rights and remedies available.
3. The terms "HPC", "HPCL", "The Corporation", "Corporation" and "Oil Company" in the appropriate context means Hindustan Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai – 400 020 and its successors and assigns.

18. Duplication of Clause:

Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to HPC, will be considered applicable at the time of any dispute.

Signed in acceptance of the aforesaid tender conditions.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

(SPECIMEN)

**BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT
(On Non-Judicial stamp paper of Rs. 100/-)**

TO : Hindustan Petroleum Corporation Limited
Mumbai

IN CONSIDERATION OF M/s. 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 M/s. _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender No. _____ dated _____ (hereinafter called "the tender" which expression shall include any amendments / alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only).

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

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.

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.

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 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.

Notwithstanding anything hereinbefore contained, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before _____ all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We, _____ Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.

We, _____ Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer". 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

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

(by its constituted attorney)

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

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 30 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

(On Non-Judicial Stamp Paper as prescribed in the respective State)

GENERAL IRREVOCABLE POWER OF ATTORNEY

We, the undersigned (1) Shri _____ (2) Shri _____ (3) Shri _____ all residing at _____ the Partners / Directors of M/S _____ having its registered office at _____ do hereby nominate, authorize and appoint Shri _____ & Shri _____ who are our Partners/Directors in the firm to act as attorneys of our firm M/S _____ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

- i) To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/S _____ Corporation Ltd. (hereinafter called The Company) in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.
- iii) To sign, seal, execute, perfect and/or complete Transport Contract Agreement and all and/or any other document, Indemnity Bond etc. Required by the Company in connection with the said Transport Contract Agreement.
- iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said transport contract agreement with HPC.

We the said partner(s) do hereby agree to allow verify and confirm all and whatsoever the said Shri. _____, and Shri _____ shall or may do or cause to be done in or about the said tender and the Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/Transport Contract Agreement / or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand _____.

Signatures

Signed, Sealed and delivered by
the within named partners/
Directors of M/S _____

1) Shri _____
2) Shri _____
3) Shri _____

Before me.

Notary public
(Notary's Stamp)

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 31 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

(On Non-Judicial Stamp Paper as prescribed in the respective State)

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

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

- a) not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- b) that "the carrier(s)" shall furnish a security for the performance of the carrier's obligations and/or discharge of "the carrier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the carrier" to accept Bank Guarantee for the security deposit.

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

2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Carrier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Carrier" may be entitled to.

3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Carrier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Carrier" from time to time or to postpone for any time to time any of the

Central Procurement Organisation (Mktg.)

powers exercisable by "the Corporation" against "the Carrier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Carrier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Carrier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Carrier" and "the Corporation" Bank Guarantee for security deposit is Valid upto a period of 6 (Six) months beyond the expiry of the defects liability period as per the terms of the Order No. _____ dated _____.

6. Notwithstanding anything contained herein above :

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii)

7. We, Bank further undertake not to evoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Carrier".

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Carrier" 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")*

HANDLING AND TRANSPORT CONTRACT AGREEMENT

UNLOADING OF PACKED BITUMEN FROM RAILWAY BOXWAGON HANDLING /
TRANSPORTATION, UNLOADING / STACKING AT BETKUCHI TERMINAL

TENDER NO.: 16000273-HD-10157

MEMORANDUM OF AGREEMENT made at Kolkata this ____ day of ____, 2017 Carrying on business under the name and style of M/s _____ (Therein after called the "Contractor" which expression shall wherever the context so admits mean and include the Proprietor, Director or Directors, Partner or Partners for the time being constituting the firm, their respective heirs, executors and administrators) of the one part and HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated under the Indian companies Act, 1956 having its Registered office at 17, Jamshedji Tata Road, Mumbai-400 020. (Herein after called the "Corporation" which expression shall wherever the context so admits mean and include its successors and assigns) of the other part.

WHEREAS the contractor has agreed to undertake Box wagon unloading at siding / Goods Sheds Siding at _____ - or any other Railway Goods Sheds / Sidings in Bihar and handling, transportation up to _____ COD, unloading/loading of Trucks of Packed Asphalt & other drums within the Corporation's _____ depot and at Railway Yard, in consideration of the remuneration and on Terms & Conditions herein after contained.

NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The contract shall be for a period of one year effective from ____th ____, 2017. However, the Corporation reserves the right to terminate the contract at any time before expiry of the contract, by giving the contractor two months' notice in writing without assigning any reason whatsoever.
2. Contractor shall arrange a dependable fleet of a minimum of 30 trucks at their disposal to complete the unloading of packed Bitumen rakes / piecemeal wagon within the stipulated free time allowed by the Railways.
3. During the currency of the agreement, the contractor hereby undertakes to handle, transport, load and unload packed bitumen and other drums to the destination indicated by the Corporation whenever so instructed by the Corporation or any of its authorized employees and shall in that connection carryout the following jobs :
 - (a) Take delivery of drums from Railway and unload to Railway Boxwagons siding / Goods sheds / Sidings at BETKUCHI.
 - (b) Load the trucks at Railway Box wagons Siding / Goods sheds / Sidings at BETKUCHI for transporting up to Corporation's depot at BETKUCHI.
 - (c) Unloading the bitumen drums from the trucks received from Railway Box wagons siding / Goods sheds / Sidings at BETKUCHI.

(d) Unloading the bitumen drums from the trucks received from Vizag / Mumbai / any other location of the Corporation.

(e) Staking of drums, Housekeeping and documentation including office staff for record keeping, inventory, generating invoices/CR, deposit of BDS, preparation of other documents / reports as directed by corporation, Safely and Security equipment, cleaning at BETKUCHI. House-Keeping of Bitumen Storage area and ingress and egress roads inside Depot for movement of Bitumen Trucks.

(f) Load bitumen drums to Corporation's authorized tucks and / or into lorries / trucks belonging to customers nominated by corporation for onward movement of Bitumen drums from BETKUCHI depot and documentation of the same.

The dispatch of drums by road shall include the following services:

i) Weighment of some of the drums as required by Corporation from time to time

ii) Loading of drums into Corporation nominated / authorized trucks

iii) Ensuring that drums lids are securely refitted in case same came off while handling

4. The contractor shall collect and handle: transport, load, unload, the drums every day in the quantity indicated by the Corporation from Railway yard / at BETKUCHI depot and the corporation shall be free to determine the quantity in its sole discretion.
5. The contractor on behalf of the Corporation shall co-ordinate with the concerned Railways in concern to receipt of wagons loaded with Bitumen drums at BETKUCHI Railway station Goods shed.
6. The contractor shall check the actual number of drums received by him and shall dispatch the same to BETKUCHI depot. The receipts signed by the contractor or his representative or his employees or drivers of the truck lorries detailed by him shall be sufficient acknowledgement of the receipt of drums by the contractor and the contractor shall be fully responsible for all such drums.
7. The contractor shall be responsible for demurrages on Box wagon as per schedule (B). The contractor shall take all due care and precautions in handling the drums and shall be fully responsible for the safety of the drums while in the custody of himself or his employees. Any damage, leakages, shortages, theft or lost caused to the corporation shall be payable by the contractor and shall be recovered from contractors dues.
8. **Performance Bank Guarantee inclusive of Security Deposit:** Successful vendor has to submit a DD or bank guarantee as per the attached format, from any scheduled bank for a value of minimum Rs.10.0 Lacs in favour of HPCL, on non-judicial stamp paper of Rs 100/-. Bank Guarantee is to be given as per attached format only. HPCL shall be entitled to adjust any sum due to it from the Bank

Guarantee. The decision of HPCL will be final. The bank guarantee should be valid for 18 Months from the date of Indent/Purchase order/Contract and if the contract period is extended by one year, the bidder will have to extend the BG 6 months beyond the expiry of the contract. BG should be submitted, within 30 days of issuance Letter of Intent/ Confirmation of award of contract by the Corporation, otherwise the same shall be deducted from successful tenderer's first bill. The DD/ Bank Guarantee should be drawn on any Nationalised/Scheduled Bank other than co-operative banks. Earnest Money Deposit (EMD, If any), will be refunded after submission of Security Deposit. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HPCL, is not allowed.

Security Deposit and Performance Guarantee will be towards faithful performance of the tender / order terms and satisfactory completion of job as per tender specifications and will not bear any interest. Security deposit and Performance Guarantee shall be refunded to successful tenderer directly by our Disbursement Section, Kolkata DSRO after producing a satisfactory completion certificate from the location(s) where materials is supplied and no dues certificate from Railway. Security Deposit shall be liable to be forfeited wholly or in part in case the successful tenderer fails to comply with any of their contractual obligations.

9. The contractor shall apply full time supervisors at his expense, for overseeing all the work under these contracts. The contractor undertakes that they will always be available for discussions and receiving instructions from the Corporation.

Absence of such supervisors will be treated by the corporation as a breach of contract by the contractor.

10. In consideration of the contractor undertaking to do the services as herein provided, the Corporation shall pay remuneration at the rates as mentioned in "Schedule A" hereto. These rates shall remain firm during the contractual period.
11. If special circumstances so warrant as determined by the Corporation, the contractor agrees to provide the services herein on Sundays and holidays also without any claim for extra charge remuneration and the contractor further agrees that in such an event the terms and conditions herein shall apply.
12. The contractor shall submit his bills along with charge copy of the Transshipment order and Advice. Delivery Order duly certified by the consignee / customer for safe receipt of the drums, within 15 days from the date of delivery of the consignment and shall be submitted to HPCL, Kolkata Direct Sales Regional office, 2nd Floor, 6 Church Lane, Kolkata.
13. A penalty of Rs.100/- per transaction will be levied for each one of the following lapses on the part of the contractor;
- a) Duplicate billing for the same transaction
 - b) Claim or bill for services not rendered by the contractor.

14. All bills for services rendered under this contract shall be submitted to the Corporation within one calendar month. Each bill will be supported by vouchers certified by Corporation's authorized employee as to the services rendered by the contractor, Bills received one month after the date of transaction may not be entertained by the Corporation and the contractor would have no claim whatsoever on the Corporation in this regard.
15. The contractor's bill if found valid in all respects, shall normally be paid within 30 days of receipt. Details of bills pending payment for more than two months should be advised to the Corporation on monthly basis and the Corporation will Endeavour to settle them at the earliest.
16. The Contractor shall not sub-let any work entrusted to him except with the written consent of the Corporation. The Contractor shall be fully responsible for all personal or bodies employed and / or engaged by him for execution of this contract and he shall fully indemnify the Corporation against any claims from such personnel or bodies.
17. If the contractor shall at any time commit breach of any of obligations, the Corporation may in its absolute discretion and without prejudice to its other rights & remedies withhold the payment of bills payable to the contractor. Similarly, the claims of the Corporation against the contractor on any account shall be first charged against contractor's bills under this Contract.
18. If, at any time during the currency of this Agreement, the contractor fails to transporter handle the drums as provided herein above or to perform any of his other obligations under this Agreement, the Corporation may in its discretion and without prejudice to its other rights & remedies obtain services of other contractors in persons to perform the work obligations and the contractor undertakes to fully reimburse to the Corporation all additional expenses so incurred by the Corporation and besides to compensate the Corporation for any consequential loss arising out of the Contractor's default.
19. Notwithstanding anything contained herein above, if the contractor commits breach of any of the terms and conditions of this Agreement, the Corporation may in its absolute discretion and without prejudice to its other rights and remedies terminate this Agreement forthwith by giving notice in writing to the Contractor.
20. The contractor shall at all times fully indemnify the corporation from and against all losses, damages, claims, suits and otherwise arising from and in connection with injury to person or property, short delivery of drums or their contents or damage is not caused due to the negligence of the Corporation's employee.
21. The contractor shall be solely liable for any claims made under the Workmen's Compensation Act of 1923. Employee State Insurance Scheme, Employee Provident Fund Act, Minimum Wages Act, Contract labour (Regulation & Abolition) Act 1970 and / or other laws currently in force or to be in force during the tenure of this contract by his employees or persons detailed by him for the work including driver, cleaner or coolie or any other person or persons employed for transportation of

drums either by the contractor himself or by his agent / representative and further the contractor fully indemnifies the Corporation in regard to all the claims charges / liabilities stipulated above or arising out of the contractor shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant, machinery or property of the corporation due to carelessness, negligence, inexperience or willful default of the contractor, his agent, representative or employees. The Corporation shall be the sole judge as regards of the receipt. Details of bills pending payment for more than two months should be advised to the Corporation on monthly basis and the Corporation will Endeavour to settle them at the earliest.

22. Risk Purchase: In case successful tenderers fail to deliver the ordered quantities of materials as per callups stipulated in delivery schedule HPCL reserves the right to procure the undelivered quantities of materials from alternative sources at the risk, responsibility and cost of successful tenders. Such cost will be recovered from successful tenderer's pending bills, Security Deposit / EMD etc.
23. Suppliers of defective, damaged, rusty, leaky or off-specifications barrels or supplies deviating from other terms and conditions of purchase order will be rejected and repeated rejections will entail cancellation of orders and "Risk Purchase" from other alternative source(s) on supplier's cost. Similarly any undue delay in supply of called-up quantities beyond 15 days of concerned month, may entail Risk Purchase.
24. FORCE MAJEURE: 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 Operator 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. Decision of the Owner arrived at after consultation with the contractor, shall be final and binding. Such a determined period of time is be extended by the owner to enable the Contractor to complete the job within such extended period of time.
25. If contractor is prevented or delayed from the performing any of its obligations under this Agreement by force Majeure, then the Operator 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.
- 26. ARBITRATION:**
- i. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach

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

- ii. 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 owner 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 owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates 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.
- iii. 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.
- iv. 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.
- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. 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.
- vii. 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.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lump sum fees of the Arbitrator shall be Rds. 40,000/- per case for transportation contracts and Rs. 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 Rs. 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.

- ix. 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.
- x. 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.
- xi. The Appointing Authority is the Director Marketing of Hindustan Petroleum Corporation Limited.

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

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 owner 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 owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates 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.

27. DEMURRAGE

(Clause 7 of contract)

The contractor agree that consequent upon the contractors delay/ failure to unload the rake received at BETKUCHI within the time given by railways, demurrage is incurred by the corporation on the said wagons or part thereof, the same shall be borne by the contractor.

The contractor will maintain records of placements of wagon showing.

- a) Number of wagons supplied

- b) B) Time of placement
- c) C) Completion time of unloading as indicated in the Railway Memo.

In witness whereof the parties have executed these presents on the day, month and year herein above mentioned.

Signed and delivered by the
Within named contractor

Signed and delivered by the
Duly Constituted Attorney of
Hindustan Petroleum Corporation Ltd

Witness

- 1.
- 2.

Witness

- 1.
- 2.



PRICE BID

UNPRICED BID

PLEASE DO NOT QUOTE ANYTHING HERE. TENDERERS QUOTING HERE WOULD BE REJECTED OUTRIGHT. PRICES & ALL TAXES MUST BE QUOTED ONLINE ONLY.

Item No. & Activity (Details as per attached Scope of Job)	Estimated Volume for 1 year in MTs)	Unit
1. Unloading/Loading at BG Yard	33000	Rs Per MT
2. Transportation BG Yard - Betkuchi	33000	
3. Unloading/Stacking at Betkuchi	33000	

The volumes indicated in the tender (Schedule of Rates) are only directional quantities and Corporation does not guarantee any definite minimum or maximum volume of business. Actual volumes / requirement will be advised to the Operator from time to time by the concerned officials of the Corporation and the Operator shall deploy trucks accordingly.

To be filled on line in the e procurement site

<http://eproc.hpcl.co.in>

Annexure I**INDEMNITY BOND**

This Indemnity Bond executed on this day of Two Thousand_____ by M/s. and having its registered Office at hereinafter called the said Transporter/s (which expression shall mean and include the partner or partners for the time being of the firm and also include their or his respective heirs, executors, administrators, its successors and assigns in law) in favour of Hindustan Petroleum Corporation Limited a Company registered under Indian Companies Act, 1956 having registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai 400 020 hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S _____ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at _____ hereinafter called "The Transporter" (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Corporation has awarded handling and transportation contract to the said Transporter for transportation of packed bitumen for the period of one year effective from _____ or till completion of PO/LOI quantity whichever is earlier as per contract agreement signed and WHEREAS the said Transporter has offered Nos. of trucks for transportation of packed bitumen to the Corporation owned by the said Transporter as well as the trucks which are not owned by the transporter but which will be offered by the transporter under this Contract.

AND WHEREAS the transporter offers the aforesaid number of trucks either owned by them and/or declared by the transporter claiming as their own or any addition of trucks made subsequent to the award of contract and declared as (either owned directly or attached to the firm).

AND WHEREAS the said transporter has requested the Corporation to accept the said trucks and the additional trucks made available subsequent to the award of contract, offered under the requisition slip of the said transporter and the said transporter has agreed to execute this Indemnity Bond.

IT IS, therefore, the intent of the Indemnity Bond of M/s., the said transporter to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The said transporter hereby agrees and undertakes to abide by all the terms and conditions of the tender and the transport contract agreement and that the said transporter shall be solely and absolutely responsible and liable with regard to the said trucks for bitumen transportation and the additional trucks made available subsequent to the award of contract and keep the corporation indemnified against any loss, damage, liability and/or third party claim, whatsoever, which the Corporation may

suffer due to utilisation of the said bitumen trucks and the additional bitumen trucks made available subsequent to the award of contract, not owned by the said transporter.

2. M/s., the said transporter, hereby undertakes to indemnify and keep indemnified the Corporation against all losses, damages and claims of whatsoever nature which may arise against the Corporation by way of utilisation of the said trucks for bitumen transportation and the additional trucks for bitumen transportation made available subsequent to the award of contract, due to accident, negligence of the driver / cleaner or other staff of the truck or due to the truck operator getting involved in any criminal act of whatsoever nature and the said transporter undertakes and hold himself liable and responsible for all these losses, damages and/or liabilities without involving the Corporation therein.
3. M/s., the said transporter further undertakes to indemnify and keep the corporation indemnified against all suits, litigations / court proceedings, demands, claims or any action which may arise against the Corporation due to utilisation of the said bitumen trucks and the additional bitumen truck made available subsequent to the award of contract.
4. Finally, M/s. the said transporter undertakes that all the terms and conditions of the tender and transport contract agreement datedshall be applicable and the said transporter shall be liable as per these terms and conditions for the utilisation of the said trucks for bitumen transportation and the additional bitumen trucks made available subsequent to the award of contract, offered to the Corporation in the same manner as if these trucks are owned by the said transporter.

SIGNATURE:

NAME : (Signed as Proprietor / Partner / Director)

NAME & ADDRESS
OF THEIR FIRM

BEFORE ME
PUBLIC NOTARY

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 44 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

Annexure II

PARTY'S LETTER HEAD

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

Declaration regarding providing correct information and undertaking in case it is found incorrect or false

DECLARATION – 1

Tender No. : 16000273 -HD-10157

Subject : Transportation and Rake Handling Services of Packed Bitumen to Betkuchi

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

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

Date: _____ Place: _____

Name:

Designation:

Seal:

Annexure III

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

DECLARATION II

Tender No. : 16000273 -HD-10157

Subject : Transportation and Rake Handling Services of Packed Bitumen to Betkuchi

I/We _____ hereby declare/clarify that we have not been banned or delisted by any Government or quasi Government Agencies or Public Sector Undertakings

Stamp & Signature of the bidder

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

Stamp & Signature of the bidder

Annexure IV

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

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)

DECLARATION III

Tender No. : 16000273 -HD-10157

Subject : Transportation and Rake Handling Services of Packed Bitumen to Betkuchi

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_____

LIST OF RELATIVES

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

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.
 - 1. Father
 - 2. Mother (including Step Mother)
 - 3. Son (including Step Son)

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



Annexure V**PARTY'S LETTER HEAD****DETAILS OF RELATIONSHIP WITH HPC DIRECTORS, ETC.**

Tenderers should furnish following details in the appropriate part based on their organization structure.

Organizational structure

Part of the form applicable.

Sole Proprietor

PART - A

Partnership Firm

PART - B

Company Private / Public / Co- operative Society.

PART - C

PART – A

(Applicable where Tenderer is Sole Proprietor)

1. Name:
2. Address:
3. State whether tenderer is related to any of the Director(s) of HPC: YES / NO
4. If 'YES' to 2, State the name(s) of HPC Director(s) and Tenderer's relationship with him / her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – B

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the tenderer is a Director of HPC: Yes/No
5. If 'Yes' to (4) state the name(s) of the HPC Director(s).
6. State whether any of the partner of the tenderer is related to any of the Director(s) of HPC: Yes/No
7. If 'Yes' to (6) state the name(s) of HPC Director(s) & the concerned partner's (of the tenderer) relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – C

(Applicable where the Tenderer is a Public/ Private Limited Company/ Co-operative Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:
(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/ Co-operative Society
5. State whether any of the Director of the Tenderer/ Company is a Director of HPC:
Yes/No
6. If 'Yes' to (5) state the name(s) of the HPC Director(s).
7. State whether any of the Director of the Tenderer Company is related to any of the Director(s) of HPC: **Yes/No**
8. If 'Yes' to (7) state the name(s) of HPC Director(s) & the concerned Director's (of the tenderer Co.) relationship with him/her.

Strike out whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

Annexure VI**SC/ST CERTIFICATE**

A tenderer who claims to belong to one of the Scheduled Castes / Schedules tribes should submit in support of his claim a certificate issued within one year preceding the date of the tender opening for the Bulk Petroleum Products transportation contract, in original, with a copy thereof, in the form enclosed from the District Officer or the sub-Divisional Officer or any other Officer as indicated in the enclosed form, of the District in which his parents (or surviving parents) ordinarily reside who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the tenderer himself ordinarily resides otherwise than for the purpose of his own education.

The enclosed format is to be used for the purpose.



Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited	Page 51 of 57
e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi		

Form of certificate to be produced by a candidate belonging to a Scheduled Caste or Scheduled tribe in support of his claim.

II. FORM OF CASTE CERTIFICATE

This is to certify that Shri / Smt / Kumari* son / daughter* ofof village / town*in district / division*of the State / Union Territory* belongs to thecaste / tribe* which is recognized as Scheduled Caste / Scheduled tribe* under:

- @The Constitution (Scheduled Castes) Order, 1950
- @The Constitution (Scheduled Tribes) Order, 1950
- @The Constitution (Scheduled Castes) (Union Territories) Order, 1951
- @The Constitution (Scheduled Tribes) (Union Territories) Order, 1951

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganization Act, 1960. The Punjab Reorganization Act, 1966, The State of Himachal Pr. Act. 1970, the North Eastern Areas (Reorganization) Act, 1971 and Scheduled tribes Orders (Amendment) Act, 1976.)

- @The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956
- @The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989
- @The Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1959
- @The Constitution (Dadra & Nagar Haveli) Scheduled Castes Order, 1962
- @The Constitution (Dadra & Nagar Haveli) Scheduled Tribes Order, 1962
- @The Constitution (Pondicherry) Scheduled Castes Order, 1964
- @The Constitution Scheduled Tribes (U.P.) Order, 1967
- @The Constitution (Goa, Daman & Diu) Scheduled Castes Order, 1968
- @The Constitution (Goa, Daman & Diu) Scheduled Tribes Order, 1968
- @The Constitution (Nagaland) Scheduled Tribes Order, 1970
- @The Constitution (Sikkim) Scheduled Castes Order, 1978
- @The Constitution (Sikkim) Scheduled Tribes Order, 1978

2. Application in the case of Scheduled Castes/Scheduled Tribe persons who have migrated from one State / U.T.:
This certificate is issued on the basis of the Scheduled Castes / Scheduled tribe Certificate issued to Shri / Smt*father / mother of Shri / Smt / Kumari*in District / Divisionof the State / Union Territory*who belong to the Caste / tribe* which is recognized as a Scheduled Caste / Scheduled tribe* in the State / Union Territory*issued by the (Name of prescribed authority) vide their no.dated.....
3. Shri / Smt /Kumari*and/or his / her* family ordinarily reside(s) in village / town ofDistrict / Division of the State / Union territory of.....

Signature.....

Place.....State/Union Territory

Date.....

Designation.....

(With seal of Office)

* Please delete the words, which are not applicable.

@ Please quote specific Presidential Order.

2/ 3 Delete the paragraph, which is not applicable.

Note: The term 'ordinarily reside(s)' used here will have the same meaning as in Section 20 of the Representation of the Peoples Act, 1950.

List of authorities empowered to issue Scheduled Caste/ Scheduled Tribe Certificates:

1. District Magistrate/Additional District Magistrate/Collector /Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
2. Chief Presidency Magistrate/Additional Chief Presidency Magistrate/Presidency Magistrate.
3. Revenue Officers not below the rank of Tehsildar.
4. Sub-Divisional Officer of the area where the candidate and/or his family normally resides.
5. Administrator/Secretary to Administrator/Development Officer (Lakshdweep Islands).



(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

ANNEXURE- VII**TENDERER'S DETAILS: (PLEASE FILL WHEREVER APPLICABLE)**

TENDER NO: 16000273-HD-10157

1	Name of the firm of Tenderer:	M/s.												
2	Registered Office Address:													
	Address for Correspondence:													
3	Contact Details:	Name & Phone	Fax:											
	Email:			Mobile:										
4	Status of the Tenderer: (please tick one)	<input type="radio"/> Individual <input type="radio"/> Proprietor <input type="radio"/> Partnership <input type="radio"/> Limited Company <input type="radio"/> Co-operative Society <input type="radio"/> Other (Pl. specify)												
5	Registration NO:	Year of Establishment:												
6	Permanent Account No: (PAN issued by Income Tax Dept.)	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												
7	Name and Address of Proprietor /Partners/ Directors:													
	S.No	Name	Designation	Address for Correspondence										
8	Name of authorized Signatory													

Tender No.
16000273-HD-10157

Hindustan Petroleum Corporation Limited

Page 54 of 57

e-Tender for Transportation and Rake Handling Services of Packed Bitumen to Betkuchi

9	Category: a. (please tick one)	* General	*MSE	* Scheduled Caste	* Scheduled Tribe
10	Whether tenderer/ Proprietor/ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted, if so, name of Director of HPCL & nature of relationship.				
11	Whether tenderer is existing dealer/ customer of HPC.				
12	We confirm that tenderer nor any Truck offered are blacklisted by any oil company.				
13	We confirm that tenderer nor any Truck offer are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.				
14	We confirm that rates offered by us shall remain valid for acceptance by you up to 180 days from the due date of tender.				

Date

RECENT
PHOTOGRAP
H OF THE
TERNDERER

Signature _____

Name of Person signing _____

Tenderer's Name & Address with seal _____

ANNEXURE VIII

Particulars of Bank/ E Mandate

ON LETTER HEAD

To,
Hindustan Petroleum Corporation Limited
Mumbai

Dear Sirs,

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

A. Supplier / Contractor Details

1. Supplier / Contractor Name
2. Supplier / Contractor Code
3. Address (Including Pin Code)
4. Controlling Office Name / SBU (LPG/Retail/Direct Sales/ Aviation)
5. P. A. No.
6. Email ID

B. Particulars of Bank Account

1. Bank Name
2. Branch Name / Branch Code
3. Branch Address (including Pin Code)
4. 9 Digit MICR No. of Bank and Branch
(As appearing on the cheque)
5. Account Type (Savings/Cash Credit/Current)
6. Account Number (As appearing on the Cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

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

Name (in Capitals) of supplier / contractor

Authorised Signatory

Official Rubber Stamp

Date :

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

2. Please enclose cancelled / photocopy of a cheque.

ANNEXURE IX**Confirmation Of Acceptance of Terms and Conditions – Tender No. 16000273-HD-10157****Note:**

- | | |
|----------|---|
| 1 | This table must be filled in against all serial nos. and uploaded with the Techno Commercial Bid. Non submission or submission of incomplete information may lead to rejection of the tender. |
| 2 | In case of any contradictions, the responses provided in this table shall prevail. |
| 3 | Deviations: Refer to Deviation Clause in the tender. Deviations should be mentioned only in the Deviation Form. Deviations having commercial implications, if accepted, shall be suitably loaded for evaluation purpose. |

Sl.No.	Description	Bidders Confirmation
1	Confirm that you have not been black listed, banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender	
2	Technical: Confirm acceptance of Technical Specifications and Scope of Work as given in this tender.	
3	Firm Prices: Confirm quoted prices will remain FIRM and Fixed till complete execution of order	
4	Validity: Confirm your offer is valid for 180 days from due date extended due dates for placement of order.	
5	Payment Terms: Confirm acceptance of payment terms as specified in the tender	
6	Delivery Period: Confirm Acceptance of Delivery Period as specified in the tender	
7	Terms and Conditions: Confirm acceptance of Instructions to Bidders, Special Terms and Conditions, General Terms and Conditions as given in this tender.	
8	Indicate whether registered under MSME. If registered, please upload the certificate. MSME Registration Certificate/Udyog Addhar Card is valid up to date	
9	Confirm acceptance of Arbitration clause as given in the General Terms and Conditions	
10	Offers not accompanied by this <u>Agreed Terms & Conditions</u> are liable for rejection without recourse to the Bidder.	
11	All Correspondence should be in English Only.	

ANNEXURE X

ON LETTER HEAD

Declaration regarding PAN Number

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

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

Name of Bidder _____

Signature & Seal of Bidder _____

End of Document

Tender No.	Hindustan Petroleum Corporation Limited	Page 1 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

**AGREEMENT
(UNDER INTEGRITY PACT)**

Dated.06.03.2017

To:

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub : Transportation and Rake Handling Services of Packed Bitumen to Betkuchi

Ref. Tender No. 16000273-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) 180 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 180 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

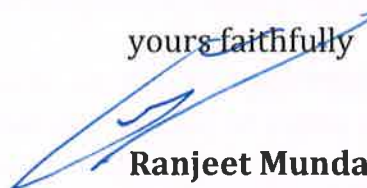
HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

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

Yours faithfully,

yours faithfully

(BIDDER)



Ranjeet Mundayur
Sr. Category Manager – CPO
(PURCHASER)

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

Tender No.	Hindustan Petroleum Corporation Limited	Page 2 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ 2017, between, on one hand, Hindustan Petroleum Corporation Limited acting through Sr.Category Manager-HPCL-Central Procurement Organization (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Transportation and Rake Handling Services of Packed Bitumen to Betkuchi** as mentioned in the tender and the BIDDER/Seller is willing to offer/has offered **Transportation and Rake Handling Services of Packed Bitumen to Betkuchi**

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

Tender No.	Hindustan Petroleum Corporation Limited	Page 3 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to SBU Head or concerned Functional Director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.1 The BUYER will exclude from the process all known prejudiced persons.
- 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

Commitments of Bidders

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial

Tender No.	Hindustan Petroleum Corporation Limited	Page 4 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- 3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the BUYER.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

Tender No.	Hindustan Petroleum Corporation Limited	Page 5 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

- 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.

Tender No. 16000273-HD-10157	Hindustan Petroleum Corporation Limited Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	Page 6 of 10
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5. **Earnest Money**

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

- (i) Bank Draft or a Pay Order
- (ii) 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.

Tender No.	Hindustan Petroleum Corporation Limited	Page 7 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER.
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

Tender No.	Hindustan Petroleum Corporation Limited	Page 8 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.
- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission 1. Shri Jyoti Swaroop Pandey, 2. Shri. Kata Chandrahas, 3. Shri. Ramesh Chandra Panda, Contact Address- C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17 Jamshedji Tata Road, Church gate, Mumbai- 400 020

Tender No.	Hindustan Petroleum Corporation Limited	Page 9 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

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

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

11. **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the

Tender No.	Hindustan Petroleum Corporation Limited	Page 10 of 10
16000273-HD-10157	Transportation and Rake Handling Services of Packed Bitumen to Betkuchi	

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

Ranjeet Mundayur
Sr.Category Manager
HPCL-CPO

Name of the Officer
Designation
Name of the Organisation

Witness

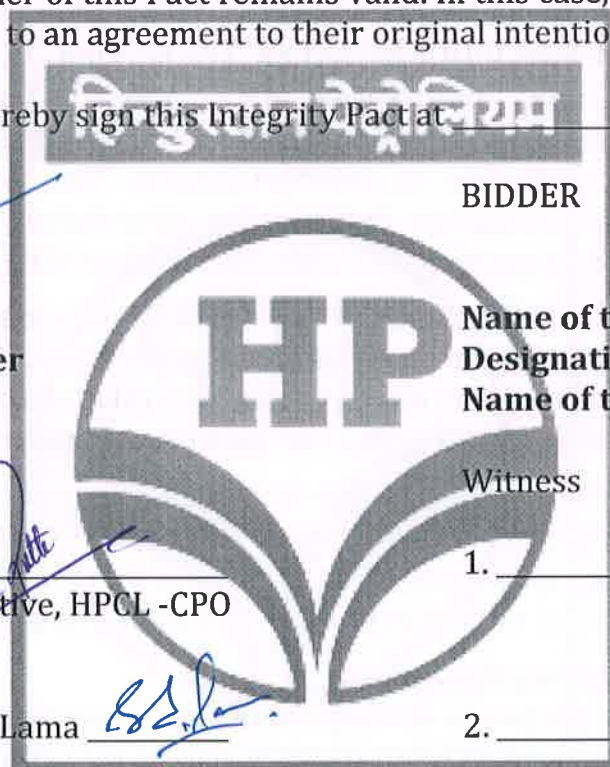
Witness

1. Ashutosh Potle
Sr. Category Executive, HPCL -CPO

1. _____

2. Swarnim Domzen Lama
Officer; HPCL -CPO

2. _____



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

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

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

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

Tip 1:

❖ Ensure to keep System ready in advance

For 1st time users, ensure the below points are taken care

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

Tip 2:

❖ Internet Explorer browser 7 or above – Compatibility mode

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

Tip 3:

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

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

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

Tip 4:

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

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

Tip 5:

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

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

Tip 6:

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

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

Tip 7:

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

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

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

Tip 8:

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

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

Tip 9:

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

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

Tip 10:

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

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

Tip 11:

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

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

Tip 12:

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

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

Tip 13:

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

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

Supplementary Section on Bid Submission

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

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

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

Bid generation and submission

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

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

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

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

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

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

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

Bid generation and Submission

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

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

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

Vendor Bidding Guide for Two Bid Tender

In case a limited tender is published, email intimation goes out to all vendors attached to the tender. The email also intimates the **login Id (eg Vendor No) with which you are supposed to log into the system**. In case of Public tender, you may access site with the registered JDE vendor No or through temporary registration credentials. The password shall be the “**Bill tracking system**” password which you may already have or you may call up on helpdesk(022-4210011)/Purchase officer to obtain the same.(The password is delivered through a system generated mail directly to your email inbox).

Please type the URL <https://etender.hpcl.co.in> in the (**Internet Explorer 7 Or above**) address bar and click “Enter”. **Please note that application will not function properly in other browsers such as Chrome/Firefox/Safari etc.**



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Tenders and Contracts

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Enter Login Credentials

☒ Existing User ☐ Temporarily Registered User

User ID (8 Digit Supplier Code)

Password

[New Users Click here for temporary registration.](#)
[Click here for Bill Tracking](#)

-Please view this link in Internet Explorer 7 or above.Best viewed in 1024*768

-HelpDesk:In case of any issue in logging into the site or any issue in Uploading certificate/Bid preparation/Bid submission you may call on this Telephone No - 022-42100111. The help-desk services shall be available from Monday to Saturday, between 10.00AM to 6.00PM only, except Public holidays.
In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.

Public Tenders

TENDER NO	TENDER TITLE	DUE DATE
12000186-HD-10002	Tender to buy Ratul Sir	31-Aug-2013 15:00
12000118-HD-10002	JANITORIAL SERVICES-TERMINAL A	31-Dec-2022 15:00

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

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



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CHOOSE TENDER

Currently Selected Tender :

SELECT	TENDER NO	TENDER DOCUMENT	TENDER TITLE	TENDER TYPE	TENDER DUE DATE	CURRENT ACTION
<input type="radio"/>	12000118-HD-10002	View *C	JANITORIAL SERVICES-TERMINAL A	Public	31-Dec-2022 15:00	WORKING
<input type="radio"/>	12000186-HD-10002	View *C	Tender to buy Ratul Sir	Public	31-Aug-2013 15:00	WORKING
<input type="radio"/>	13000017-HB-10002	View *C	Demo for users	Limited	29-Aug-2013 15:00	WORKING
<input type="radio"/>	13000038-HB-10002	View *C	Demo for users	Limited	31-Aug-2013 15:00	WORKING
	13000065-HA-10002	View	TEST TENDER	Limited	31-Aug-2013 15:00	BID REGRET
	13000071-HB-10002	View	TEST TENDER	Limited	30-Sep-2013 15:00	BID REGRET

NOTE - 1. *C represents latest corrigenda document for that tender
2. Total uploadable bids size is 40MB only.

Select Tender

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

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



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

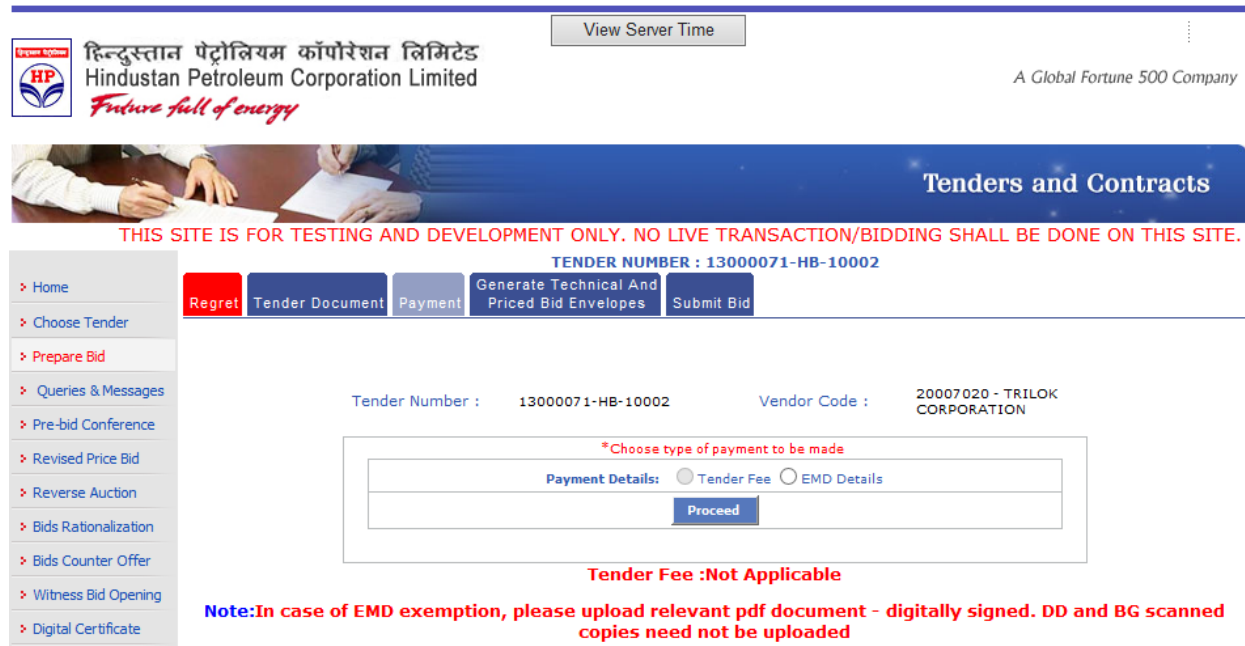
TENDER NUMBER : 13000071-HB-10002

[Regret](#) [Tender Document](#) [Payment](#) [Generate Technical And Priced Bid Envelopes](#) [Submit Bid](#)

LIST OF FILES

FILE NAME	DOWNLOAD FILE	FILE HASH
CompleteTenderDocument	Click Here	b11277fdcb77283ea60847d9bbf52d16

Click on “Prepare Bid” in the left hand side, followed by “Tender Document” in the upper tab. This will provide the complete tender document in PDF format with the option to download the tender in PDF.



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TENDER NUMBER : 13000071-HB-10002

Home | Choose Tender | **Prepare Bid** | Queries & Messages | Pre-bid Conference | Revised Price Bid | Reverse Auction | Bids Rationalization | Bids Counter Offer | Witness Bid Opening | Digital Certificate

Regret | **Tender Document** | Payment | Generate Technical And Priced Bid Envelopes | Submit Bid

Tender Number : 13000071-HB-10002 Vendor Code : 20007020 - TRILOK CORPORATION

*Choose type of payment to be made

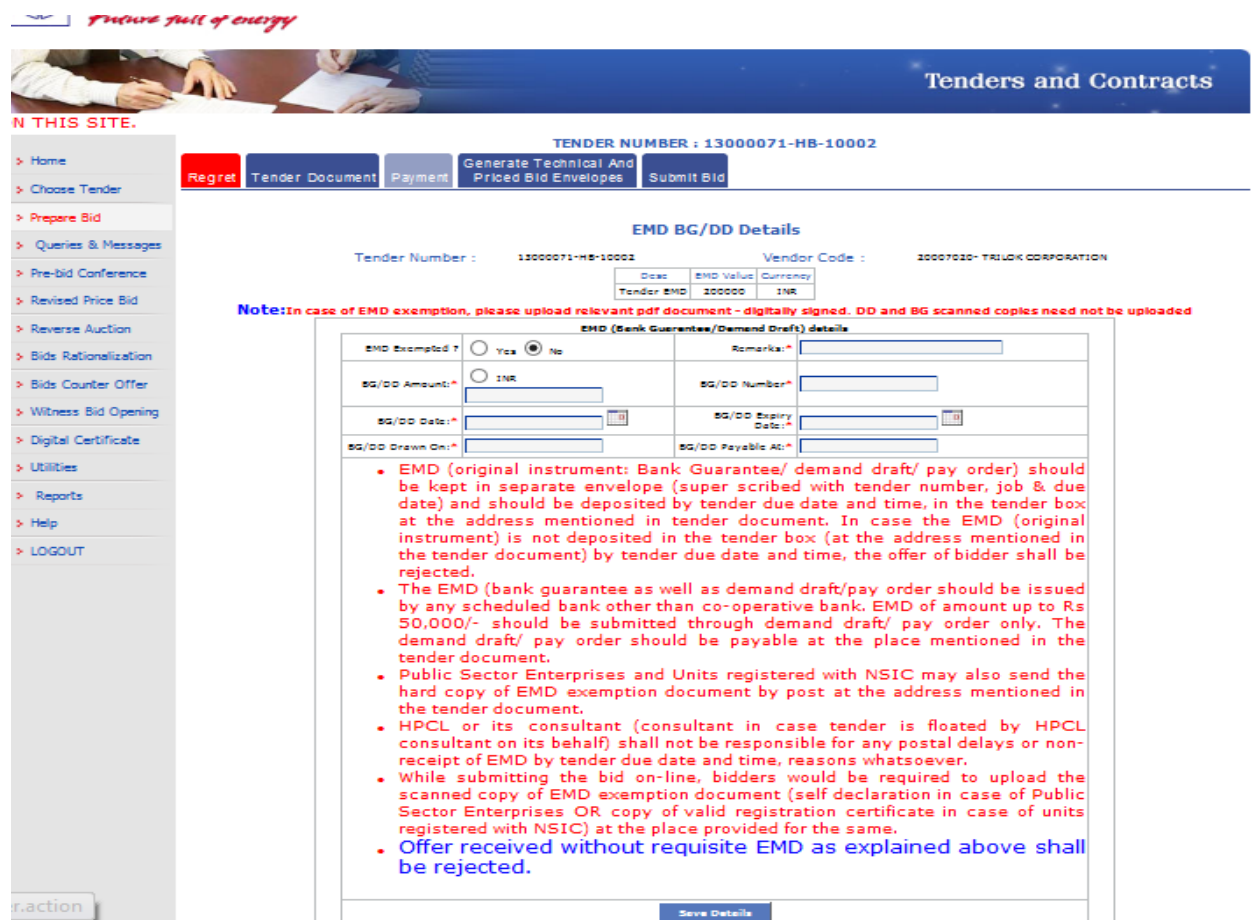
Payment Details: ☒ Tender Fee ☐ EMD Details

Proceed

Tender Fee :Not Applicable

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

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



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Tenders and Contracts

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TENDER NUMBER : 13000071-HB-10002

Home | Choose Tender | Prepare Bid | Queries & Messages | Pre-bid Conference | Revised Price Bid | Reverse Auction | Bids Rationalization | Bids Counter Offer | Witness Bid Opening | Digital Certificate | Utilities | Reports | Help | LOGOUT

Regret | Tender Document | **Payment** | Generate Technical And Priced Bid Envelopes | Submit Bid

Tender Number : 13000071-HB-10002 Vendor Code : 20007020 - TRILOK CORPORATION

EMD BG/DD Details

EMD Exempted : ☒ Yes ☐ No

EMD Value : 200000 INR

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

EMD (Bank Guarantee/Demand Draft) details

SG/DD Amount : SG/DD Number :

SG/DD Date : SG/DD Expiry Date :

SG/DD Drawn On : SG/DD Payable At :

Remarks:

- EMD (original instrument: Bank Guarantee/ demand draft/ pay order) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date and time, in the tender box at the address mentioned in tender document. In case the EMD (original instrument) is not deposited in the tender box (at the address mentioned in the tender document) by tender due date and time, the offer of bidder shall be rejected.
- The EMD (bank guarantee as well as demand draft/pay order) should be issued by any scheduled bank other than co-operative bank. EMD of amount up to Rs 50,000/- should be submitted through demand draft/ pay order only. The demand draft/ pay order should be payable at the place mentioned in the tender document.
- Public Sector Enterprises and Units registered with NSIC may also send the hard copy of EMD exemption document by post at the address mentioned in the tender document.
- HPCL or its consultant (consultant in case tender is floated by HPCL consultant on its behalf) shall not be responsible for any postal delays or non-receipt of EMD by tender due date and time, reasons whatsoever.
- While submitting the bid on-line, bidders would be required to upload the scanned copy of EMD exemption document (self declaration in case of Public Sector Enterprises OR copy of valid registration certificate in case of units registered with NSIC) at the place provided for the same.
- Offer received without requisite EMD as explained above shall be rejected.

Save Details

After entering all details click on “Save details”.

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

You will get two options:

- **Work without attaching docs**

(Here you shall be able to enter the responses and rates/taxes etc with an option to **save work** so that bid can be prepared in stages)

- **Attach docs & Generate Envelope**

(Here you will **not get the option to save work**, but you will be allowed to enter the responses, rates/taxes, **upload documents** and generate the bid directly)

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

*However if the tender has many items and a large questionnaire then it is better to work on the tab “**Work without attaching document**”, so that you can save part work and come back to continue from where you left. In this option you have first “**Save work on local computer**” and then click on the tab “**Attach docs and Generate Envelope**”.*

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

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

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

The screenshot shows the HPCL Tenders and Contracts portal. At the top, there is a header with the HPCL logo, the text "हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड" and "Hindustan Petroleum Corporation Limited", and the tagline "Future full of energy". A "View Server Time" button is also present. Below the header, a banner reads "THIS SITE IS FOR TESTING AND DEVELOPMENT ONLY. NO LIVE TRANSACTION/BIDDING SHALL BE DONE ON THIS S". The main content area displays the "TENDER NUMBER : 13000071-HB-10002". A navigation bar includes buttons for "Regret", "Tender Document", "Payment", "Generate Technical And Priced Bid Envelopes", and "Submit Bid". A sidebar on the left lists various options: Home, Choose Tender, Prepare Bid, Queries & Messages, Pre-bid Conference, Revised Price Bid, Reverse Auction, Bids Rationalization, Bids Counter Offer, Witness Bid Opening, Digital Certificate, Utilities, Reports, Help, and LOGOUT. The main content area is divided into sections: "Tender document" (with a table of items), "DeviationForm", and "Price Bid". The table has columns for SRL NO., DESCRIPTION, HPCL FILE, BIDDER RESPONSE, and UPLOAD FILE. The "Price Bid" section has buttons for "Update Values from local computer" and "Save work on your local computer".

SRL NO.	DESCRIPTION	HPCL FILE	BIDDER RESPONSE	UPLOAD FILE
1	Tender scope	scope of tender.pdf		
2	SCC	SCC.pdf		
3	Specs	Tech Specification.pdf		
4	Drawing	Wiring Diagram.pdf		
5	All eviations to ben mentioned in Deviation sheet only			
6	Pls confirm payment terms			<input type="text"/> <input type="button" value="Browse..."/>
7	Pls confirm LD clause			<input type="text"/> <input type="button" value="Browse..."/>
8	For additional document			<input type="text"/> <input type="button" value="Browse..."/>

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

Procurement - Vendor Selection - Windows Internet Explorer

TAXES AND EXTRAS

Base Rate Total Taxes & Extras Total Value

☒ My Taxes & Extras ☐ All Taxes & Extras Included

TAX ELEMENTS	% TAX	TAX FORMULA	CALCULATED TAX/EXTRA
Packing and Forwarding	<input type="text"/>		
Loading Charges-Local	<input type="text"/>		
Excise Duty-Non Modvatable	<input type="text"/>		
CST	4.2	Base Value	0.042
abcd Modify Name	2	Base Value+CST	0.02084
Others 2 Modify Name	<input type="text"/>		
Others 3 Modify Name	<input type="text"/>		
Others 4 Modify Name	<input type="text"/>		

Any Modvat related information shall be provided by the vendor in the Deviation form and same shall be accounted for by HPCL through Loading factor, for arriving

Select the appropriate tax elements and enter the applicable percentage. Click on tab after entering the percentage value and again tab after selecting the level (eg "Base value" or VAT or Service Tax etc). At the end click on "Apply Selected Values". In case there are no taxes on the item please click on the radio button "All taxes & Extras Included" and click on "Apply selected Values" in the dialogue box for "Taxes and Extras". Please note that the bid cannot be generated without populating the "Derived value".

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

Now that you have entered the responses, rates, taxes etc after expanding all the sections you may click on the tab “Save work on local computer”. Thereafter click on “**Attach Docs & Generate Envelope**”

View Server Time

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TENDER NUMBER : 13000071-HB-10002

Regret Tender Document Payment Generate Technical And Priced Bid Envelopes Submit Bid

CLICK [+] TO EXPAND AND [-] TO COLLAPSE SECTION DETAILS

SRL NO.	DESCRIPTION	HPCL FILE	BIDDER RESPONSE	UPLOAD FILE
1	Tender scope	scope of tender.pdf		
2	SCC	SCC.pdf		
3	Specs	Tech Specification.pdf		
4	Drawing	Wiring Diagram.pdf		
5	All eviations to ben mentioned in Deviation sheet only			
6	Pls confirm payment terms			<input type="text"/> Browse...
7	Pls confirm LD clause			<input type="text"/> Browse...
8	For additional document			<input type="text"/> Browse...

DeviationForm

Price Bid

Update Values from local computer Generate Technical Bid Envelope Generate Price Bid Envelope

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

PLEASE REMEMBER TO GENERATE BOTH THE PDF DOCUMENTS.

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

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

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

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

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View Server Time

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Tenders and Contracts

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

- Home
- Choose Tender
- Prepare Bid
- Queries & Messages
- Pre-bid Conference
- Revised Price Bid
- Reverse Auction
- Bids Rationalization
- Bids Counter Offer
- Witness Bid Opening
- Digital Certificate
- Utilities**
- Reports

Click [JDK 1.6](#) to download and install JDK 1.6 on your machine.
No need to install if the same is already existing on your machine.

Click [PDF Signer](#) to download and install PDF Signer on your machine.
JDK 1.6 is to be necessarily installed for the working of PDF Signer.

Click [Bidder Manual](#) to see a simulation of the procedure to participate and bid in the tender.
Please ensure to click on the HTML file to view the simulation in Internet Explorer 7 or above browser only.
You have to enable Active X controls on browser to be able to see the manual.
You may click on the "Doc" button to generate a step by step print of the user manual.

Click [Signing and Encryption Utility](#) for sign and encrypt PDF documents
Download and unzip the folder then click SigningUtility.bat file to sign and encrypt PDF documents.
Help file can also be found with in the unzipped folder.

Click [Utility to check File Hash before and after Signing.](#) to download.

Click [Encryption Utility](#) for encrypting signed PDF documents
Download and unzip the folder then click EncryptionUtility.jar file to encrypt signed PDF documents.

Now click on link “**Encryption utility**” to download the same. Go to the saved location and right click with mouse on the file. Now click on Unzip or “Extract all” and extract the contents in a location. Now click on “Bid encryption utility.jar”.


Name	Date modified	Type	Size
lib	22-04-2013 20:18	File folder	
BidEncryptionUtility.jar	14-12-2012 13:11	Executable Jar File	15 KB
README.TXT	14-12-2012 09:50	Text Document	2 KB

You will see the screen below:

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

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

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



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Tenders and Contracts

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TENDER NUMBER : 13000071-HB-10002

- Home
- Choose Tender
- Prepare Bid
- Queries & Messages
- Pre-bid Conference
- Revised Price Bid
- Reverse Auction
- Bids Rationalization
- Bids Counter Offer
- Witness Bid Opening
- Digital Certificate

Regret

Tender Document

Payment

Generate Technical And Priced Bid Envelopes

Submit Bid

SERIAL NO.	ENVELOPE DESCRIPTION	UPLOAD SIGNED ENVELOPES
1	Price Bid Envelope	C:\Users\31948240\De Browse...
2	Technical Bid Envelope	C:\Users\31948240\De Browse...


[Submit To HPCL](#)

NOTE

1. In case you want to revise your bid, you can do so up to tender submission due date & time by submitting the whole bid again.
2. Total uploadable bids size is 40MB only.
3. **Please upload the generated and further digitally signed and encrypted documents only. Refer "Latest vendor bidding guide dated 14th May, 2013" from Home Page.**

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


After successful submission of bid “File Hash” will be generated by the system which must be saved by you for future reference. The same shall also constitute as the proof of Bid Submission.



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TENDER NUMBER : 13000071-HB-10002

Home

Choose Tender

Prepare Bid

Queries & Messages

Pre-bid Conference

Revised Price Bid

Reverse Auction

Bids Rationalization

Bids Counter Offer

Witness Bid Opening

Digital Certificate

Utilities

Reports

Help

LOGOUT

Regret

Tender Document

Payment

Generate Technical And Priced Bid Envelopes

Submit Bid

Bidder Code & Name : 20007020 - TRILOK CORPORATION

Your bid has been successfully submitted. Please keep this as confirmation of your submission. In case revised bid is submitted, the hash/receipt created at the time of final submission has to be kept as proof of submission, and shall be the primary reference in case of any dispute at later stage.

Tender No.:13000071-HB-10002		Submitted Date: 14/08/2013 15:05	
SRL. NO.		CURRENT SUBMITTED ENVELOPE DETAILS	
1		Price Bid Envelope : Hash Of The File Including Signing Certificate: 70718e9945ed8c250786f33e4c56e829	
2		Technical Bid Envelope : Hash Of The File Including Signing Certificate: 2b7af16736c57f3780b26042e55f7195	

Print Details

In case of any issue during bid preparation or bid submission, please feel free to call up helpdesk at **022-42100111**, between 10 AM to 6.00PM on all six weekdays.

Wishing a successful bidding!!

E-payment facility in E-tendering portal

Background

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

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

EMD and Tender fee payment process:

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

Tender Fee:

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

Tender Fee Payment

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

Payment Detail * ? ☒ Exempted ☐ Online FEE

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

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

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

1. Tender Fee >> Offline mode:

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

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

Note:

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

2. Tender Fee>> Online Mode

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

Tender Fee Payment

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

TENDER FEE/CURRENCY DETAIL	
Tender Fee	Currency
1000	INR

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

Payment Detail * ? ☐ Exempted ☒ Online FEE

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

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

Make Payment

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

Note:

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

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

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

Tender Fee Payment

Tender Number : 16000026-HD-10807

Vendor Code : 20007020 - TRILOK CORPORATION

TENDER FEE/CURRENCY DETAIL

Tender Fee	Currency
1000	INR

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

Payment Detail * ? ☐ Exempted ☒ Online FEE

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

☒ INR

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

ePayment Status Details

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

EMD (EARNEST MONEY DEPOSIT)

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

EMD BG/DD Details

Tender Number : 14000087-HD-12001

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

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

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

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	<input type="text"/>
<input type="button" value="Proceed For EMD Payment"/>			

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

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

1. EMD>> Offline Mode

a. EMD exemption

EMD BG/DD Details

Tender Number : 14000087-HD-12001

Vendor Code :

21009000- Dummy for
Migration Purpose - AA
vendors

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

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

- Click on “Save Details” button.

Note:

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

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

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

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

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

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

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

2. EMD >> Online payment

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

EMD BG/DD Details

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

Desc	EMD Value	Currency
Tender EMD	50000	INR

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

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

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

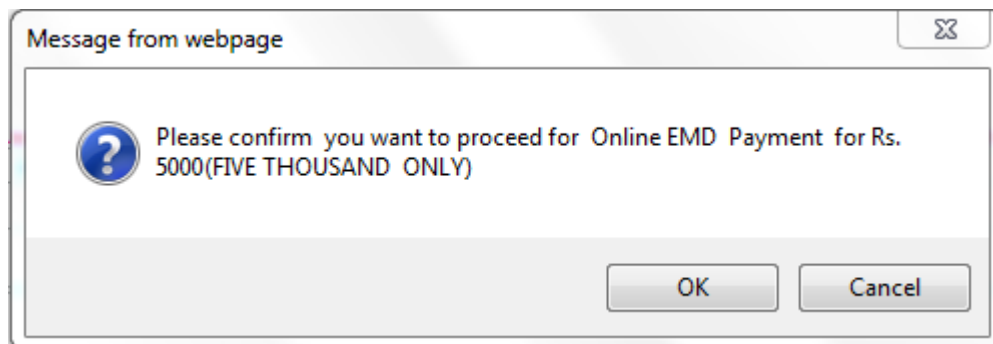
Note:Pls check EMD Amount before proceeding for payment. In case status of Transaction is "Initiated" pls try after 20 minutes

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

Proceed For EMD Payment

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

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



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

Note:

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

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

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

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

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

sno	Description	Currency	EMD Amount
1	Tender EMD	INR	100000

Proceed For EMD Payment

Details of Payments as below

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

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

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

Action based on status:

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

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

Reports

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

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

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On Line Tender FEE/EMD Payment History

Home

Choose Tender

Prepare Bid

Queries & Messages

Briefcase

Pre-bid Conference

Revised Price Bid

Reverse Auction

RA Winner Doc

Bids Rationalization

Bids Counter Offer

Witness Bid Opening

Digital Certificate

Utilities

Reports

Help

LOGOUT

20007020- TRILOK CORPORATION

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

TF=Tender Fee

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

TF=Tender Fee

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

Important note for Tender FEE/ EMD payments- Online mode

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

Frequently Asked Questions

ONLINE Tender Fee/ Earnest Money Deposit feature in HPCL E-proc application

1. What is Online Tender Fee/ Earnest Money Deposit?

Online Tender Fee/Earnest Money Deposit is a facility to allow a bidder to pay the requisite Tender Fee/EMD (Earnest Money deposit) amount online for a particular e-Tender.

2. Why to deposit EMD through “Online” Mode?

A1. Quick Deposits

I. Instant deposit from bidder's Desk rather than preparing a Demand Draft (DD) or Bank Guarantee (BG) and sending it manually.

II. Immediate acknowledgement of the deposit on the screen without going to any office.

III. Online EMD can be paid through net Banking on 24 X 7 basis.

A2. Auto Refund immediately without any claim by bidder

I. Automatic Refund of EMD without applying for refund in the same account from where amount was deposited.

II. Faster Refunds: In offline mode it takes more time due to manual processing.

3. What are the modes of Online EMD Payment in HPCL?

EMD amount can be paid by only Net Banking facility. Please refer list of Banks provided in FAQ#20

4. What is Internet Banking or Net Banking?

Internet Banking is the online banking service provided by Banks to enable its customers to perform basic banking transactions through PC / laptop located anywhere in the globe on 24 X 7 basis. To avail this facility, the account holder should have transaction rights.

5. What is special about payment of EMD through Net Banking?

The “Transaction Status” shows as “Success” immediately after successful payment of EMD through Net Banking. Bid submission will be immediately enabled on the basis of “Success” message.

6. Internet banking facility with transaction rights is enabled in my bank account, how should I proceed?

You should pay using net banking facility as below

Go to Payment >> EMD payment >> Online mode >> Fill amount >> Proceed >> Select the bank >> proceed for payment.

7. I have submitted EMD amount through “Net Banking” but transaction status is showing as “initiated”. Can I submit the BID?

In case the EMD payment is in “initiated” status, the option to make further payment will be disabled for the 15 minute window till response is received from the bank regarding status of payment. Thereafter transaction status will change to either “Success” or “Fail”.

Success - if the status shows “Success” you may submit the bid.

Fail - in case of “Fail” status, you may again initiate the process for Online/Offline EMD payment.

8. Tender document has option to pay the EMD through “Bank Guarantee (BG)” or Demand draft (DD) but I am not able to find the option to pay through BG/DD in HPCL portal. What should I do?

Please follow the steps as below:

Go to Payment >> EMD payment >> BG/DD details >> Fill the BG/DD information >> save the details.

Submit the original instrument of BG/DD before tender due date and time, in the Tender Fee/EMD Dropbox at the address mentioned in tender document. In absence of same the offer of bidder will be rejected

9. I am under “Exempted” category as per Tender Terms & Conditions. How should I claim exemption?

Go to Payment >> EMD payment >> EMD Exempted >> give remarks >> browse digitally signed scan copy of exemption certificate >> Save the details.

10. I have participated in an e-Tender by paying the requisite EMD amount through “Online EMD” payment facility. Can I close my bank account before the e-Tender finalization?

The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, you must NOT close it until the refund process is complete.

11. How do I get the payment receipt for the payment I made?

“Success” message will be displayed on screen and you can keep the print of the same for records. Alternately the payment details shall be available in your bank statement.

12. How can I apply for Refund for EMD paid online?

You do not have to apply for refund. The refund process will be initiated automatically. Please see FAQ#18 for the various scenarios for refund process.

13. Can I pay EMD in other than INR currency?

No. The EMD may be defined by HPCL in multiple currency, the system will allow for electronic payment only in INR. Vendors (eg: Foreign

vendors) desiring of paying EMD in currency other than INR, shall have to pay such EMD only through offline methods.

14. Can I pay partial EMD as per Tender Terms & conditions (e.g. Schedule-wise Tenders)

While paying EMD amount through online mode, payments may be done in the system in more than one instalment (for different schedules) or in one shot for cumulative EMD amount.

Once the payment is done through On-line mode, the offline mode i.e “EMD Exempted” and “BG/DD Details” will be disabled.

15. Can I pay EMD through more than one account?

Yes. EMD payment can be done through more than one account using net-banking facility. However such bids where full EMD amount as specified in tender is not received by HPCL within tender due date and time, will be liable for rejection.

16. I already submitted bid. However now EMD amount has been enhanced in corrigenda. How to pay additional amount?

Once the payment is done through On-line mode, the offline mode i.e “EMD Exempted” and “BG/DD Details” will be disabled.

System allows for payment of remaining amount, if required through the selected mode (Online/Offline) in EMD page.

Additional payment also can be made, in case vendor decides to quote for additional schedule/ additional trucks/ in case the EMD is enhanced by way of corrigenda at later stage within tender due date and time.

17. I have to pay EMD as per Tender Terms & conditions for Transportation Tenders. How should I proceed?

In Transportation tenders, the EMD amount is based on number of trucks/ tank trucks being offered for each of the categories (Owned/Attached/Proposed). Vendor shall calculate the cumulative

EMD amount based on such criteria and enter the cumulative value in payment field and proceed to e-payment page. Vendor can also pay the requisite EMD amount in multiple attempts, if required.

18. How and when the EMD amount will be refunded?

Note: Tender Fee is NON - Refundable.

For EMD refund refer below cases

Case-I: Submitted EMD amount but not submitted the offer.

The process for refund will be initiated after EMD verification is completed for the tender.

Case-II: Money debited more than once.

If Bid is submitted: Post purchase order placement by HPCL

If Bid Not submitted: Post EMD verification process by HPCL

Case-III: Withdrawn/Regretted the offer after bid submission by paying the requisite EMD amount.

The process for refund will be initiated after EMD verification is completed for the tender.

Case-IV: Bid rejected during “EMD Verification” evaluation

The process for refund will be initiated after EMD verification is completed for the tender.

Case-V: Bid rejected during “Techno-Commercial” evaluation.

The process for refund will be initiated after Purchase Order placement by HPCL

Case-VI: Price bid opened but I am not “L1”.

The process for refund will be initiated after Purchase Order placement by HPCL

Case-VII: I am “L1”.

The process for refund will be initiated post Security Deposit is submitted to HPCL.

For all the above cases, the EMD amount would be refunded in the same bank account through which EMD was paid by you.

19. Still having query?

For any technical queries related to operation of the portal please send mail to eprochelpdesk@mail.hpcl.co.in OR please call us at **022-41146666**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays).

20. Which all banks are available for making online TF/EMD payment?

In HPCL you can pay online EMD through Net-Banking facility with the following banks

State Bank and its associates

- State Bank of India
- State Bank of Patiala
- State Bank of Mysore
- State Bank of Travancore
- State Bank of Bikaner and Jaipur
- State Bank of Hyderabad

Banks Other than SBI

- Allahabad Bank – Retail
- Andhra Bank
- Andhra Bank – Corporate
- Bank of India
- Bank of Maharashtra
- Canara Bank
- Catholic Syrian Bank
- City Union Bank
- Corporation Bank
- DCB Bank Personal
- Dena Bank

- Dhanlaxmi Bank- Retail
- Dhanlaxmi Bank- Corporate
- Federal Bank
- IDBI Bank-Corporate
- IDBI Bank-Retail
- ING Vysya Bank –now Kotak
- Indian Bank
- Indusland bank
- Jammu and Kashmir Bank
- Janata Sahakari Bank Ltd. Pune
- Karnataka Bank Ltd
- Karur Vysya Bank
- Kotak Mahindra Bank
- Lakshmi Vilas Bank
- Oriental Bank of Commerce
- Punjab and Maharashtra Co-operative Bank ltd
- Punjab & Sind Bank
- SVC - Retails
- Saraswat bank
- South Indian Bank
- Syndicate Bank
- Tamilnad Mercantile Bank
- UCO Bank
- United Bank of India
- Vijaya Bank
- Yes bank

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

Integrity Pact is attached separately.