

ANNEX B:-COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE, SECURITY DEPOSIT/RETENTION MONEY/PERFORMANCE GUARANTEE

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited (Address as applicable)

LIM Cor place bus (he and exp Cor	CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION INTED, a Government of India Company registered under the Companies Act, 1956, having registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The reporation" (which expression shall include its successor in business and assigns) having ced an order on Messers
	not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order
b.	to pay "the supplier" as and by way of advance upto a sum of Rupees (Rupees only) being% of the value of "the order";
C.	that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee
at t der any rea	Bank having office at
2.	We,



3.	We,
4.	We,
5.	However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of% valid till the end of the defects liability period as per the terms of the P.O. No dated and that in proportion with the recovery of advance @% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of is fully recovered from the running bills and from the date of
	full recovery of the advance of ` this guarantee automatically, shall stand valid towards the% retention money/defects liability, fully valid in all respects unto a further period of 3 (three) months, as per the Purchase Order of "the Corporation".
6.	Not withstanding anything contained herein above :
	i. Our liability under this guarantee shall not exceed R
	ii. This Bank Guarantee shall be valid upto and including; and
	iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this guarantee.
7.	We, Bank furtherundertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8.	We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".



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



IN WITNESS WHEREOF the Bank has executed this do day of	cument on this
	For Bank
	(by its constituted attorney)
	(Signature of a person authorised
	to sign on behalf of "the Bank")*



Hindustan Petroleum Corporation Ltd

Information Systems Department Sewree Mumbai

E-Procurement application

Reverse Auction Process Vendor Manual

Version 2.2

Version Release Date 7th February 2017



NOTICE OF PROPRIETARY INFORMATION

All information contained in or disclosed in this document, herein after called 'Confidential Information', is proprietary to Hindustan Petroleum Corporation. By accepting this material, the recipient agrees that this Confidential Information will be held in confidence, and will not be reproduced, disclosed or used either in whole or in part, without prior permission from Hindustan Petroleum Corporation.

Document Revision List

Project	E-Procurement
Document Name	Vendor Manual – Procedure for Reverse Auction

Document Created By	Manjusri Maddala	Date 30 th April 2015
Document Reviewed By	Anupam Das	Date 30 th April 2015
Document Approved By	Sanjay Dasgupta	Date 30 th April 2015

Revisions / Change Control

Revisions / Change Control				
Date	Version	Author	Reason	
30 th Apr 2015	1.0	Manjusri Maddala	Initial Version	
28 th Feb 2016	1.1	Manjusri Maddala	Changes Included:	
10 th May 2016	2.0	Manjusri Maddala	Changes Included: Removal of view server time Removal of check updates button Introduction of digital clock	



E Proc Application – Reverse Auction Process Vendor Manual – Version 2.2

28 th July 2016	2.1	Manjusri Maddala	Changes Included: Global Reverse Auction screens included
7 th Feb 2017	2.2	Manjusri Maddala	Changes Included: New procedure for participation in Reverse Auction included New RA link and screens

Abbreviations used

HPCL	Hindustan Petroleum Corporation Ltd
E-Proc	E-Procurement
RA	Reverse Auction
Non SOR	Tender not on Schedule of Rates
SOR	Schedule of Rates
Dev	Deviation
Rev.Auc.Document	Reverse Auction document



Table of Contents

1	Introduction	5
1.1	Login to Reverse Auction Portal	5
2	Witnessing Loading factors	8
3	Reverse Auction Participation Process	8
3.1	Steps for Participating in Reverse Auction	9
3.2	Screen for Non-SOR Tenders (Tenders not having schedule of rates)	13
3.3	Screen for Schedule of rates Tenders	16
3.4	Screen for Multi-currency Tenders:	18
4	Procedure for Submission of new reduced bid	19
4.1	Benchmark price calculation	19
5	Reverse Auction Closure	21
6	Refreshing of screen	21
7	RA winner document	22
8	Multiple Reverse Auctions	23
9	Postponement / Cancellation of Reverse Auctions	24
10	RA extension	24
11	Reports:	25
12	Email Messages to Bidders	26



1 Introduction

In E-Procurement application, Reverse Auction will be initiated by HPCL as soon as Technical and Commercial Evaluation is completed for the tender.

All the **eligible bidders** will be notified through e-mail which will contain the Tender number, Reverse Auction date and time. HPCL RA Process will have the following steps

- Notifying eligible bidders regarding RA event schedule
- Publish Reverse Auction in Portal informing event schedule date & time.
- Reverse auction event will automatically go live on scheduled date and time
- Conduct Reverse auction / Postpone or Cancel Reverse Auction
- Reverse Auction Closure
- Publishing RA Winner document

Please note — If a bid is rejected in techno-commercial stage for any reason, email intimation will be sent to bidder, citing reason for rejection. Hence, in such a scenario the bidder will not get intimation to participate in the RA.

1.1 Login to Reverse Auction Portal

To participate in RA, Bidder should 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.

Once the Login screen is scheduled, bidder can go to reverse Auction Portal in two methods.

 Method 1: Existing Bidder should enter his 8 digit Vendor code in "User ID" field and password as issued for "Bill Tracking system" to login in the screen shown below. Temporary registered bidder shall enter his email Id in "Email Id" field and corresponding password.





In case of any issues in logging in to the portal, bidders are requested to contact the help desk. The help desk details are available on the login page of the portal.

After successful login, bidder is prompted to accept the "User Agreement" for accessing the portal. This is mandatory. Bidders will have option to download / read the User Agreement by clicking on the hyperlink before accepting.

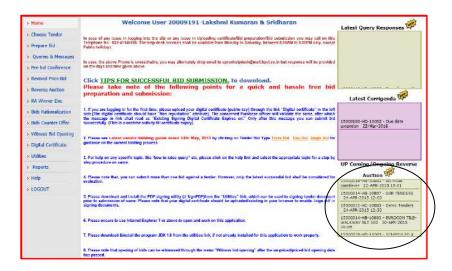
After acceptance of User Agreement, the Bidder is taken to the Home Screen. The Home Screen has various menu options on the left side and reverse auction marquee "**Upcoming/Ongoing Reverse Auctions**" on the right side. Link for reverse Auctions appears on right side.

Bidder to click on this link and again login into the system.

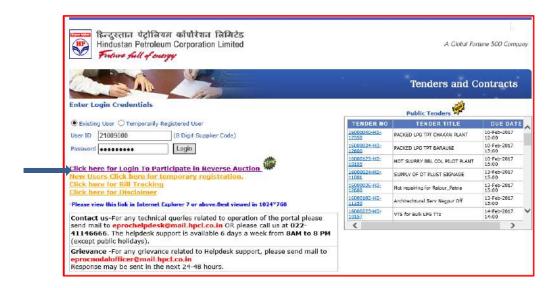




The Reverse Auction marquee contains the list of tenders for which RA is scheduled. (Please see image below)



2. <u>Method 2</u>: Bidder to click on link "click here for Login to Participate in Reverse Auction' below user ID and Password boxes. Reverse Auction portal login screen will be scheduled and bidder to put user ID and password to enter into Reverse Auction Portal.







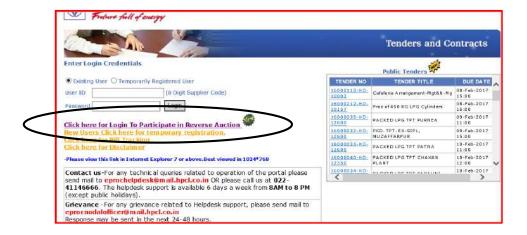
2 Witnessing Loading factors

HPCL may apply the commercial loading, if any, on the basis of commercial terms and conditions, taxes quoted by the bidder, other commercial deviations etc. These loading factors are applied on basic price. The loading factors (if any) shall be displayed in the portal prior to the date scheduled for Reverse Auction Event. An E-Mail shall be triggered by the system to the bidders for information.

Before the bidder proceeds for participating in Reverse Auction, bidders can witness loading factors through "Witness bid opening" option in the menu.

3 Reverse Auction Participation Process

Bidder should click on 'Reverse Auction' option from the menu page.





Once the menu option is selected the following Screen is scheduled where bidder can see Upcoming RAs and Ongoing RAs.



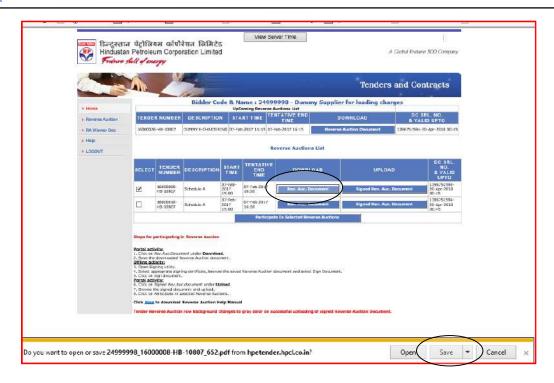
Bidders should select the tender number by checking in box and follow the steps given below for obtaining Reverse Auction password for the specific tender.

3.1 Steps for Participating in Reverse Auction

Portal activity:

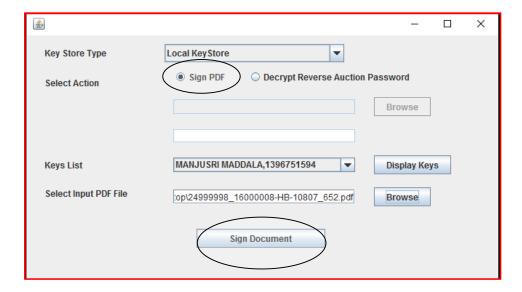
- 1. Click on 'Rev.Auc.Document' (Reverse Auction Document)
- 2. Save the downloaded Reverse Auction document





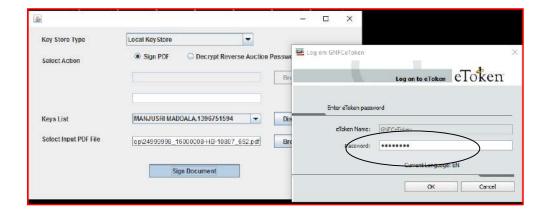
Offline activity

- 1. Open Signing utility
- 2. Select appropriate signing certificate and browse the saved Reverse Auction document
- 3. Click on sign document

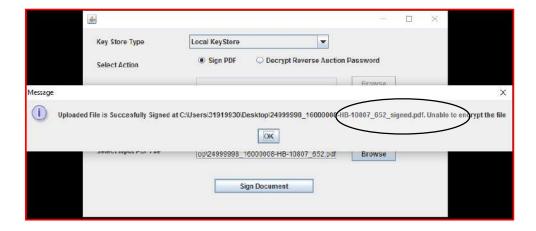




Enter token password



Signed document will be generated successfully

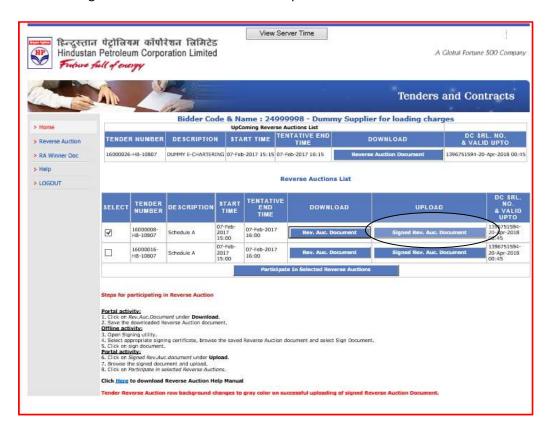


Click on 'OK'.



Portal activity:

4. Click on 'signed Rev.Auc.document' under 'upload'

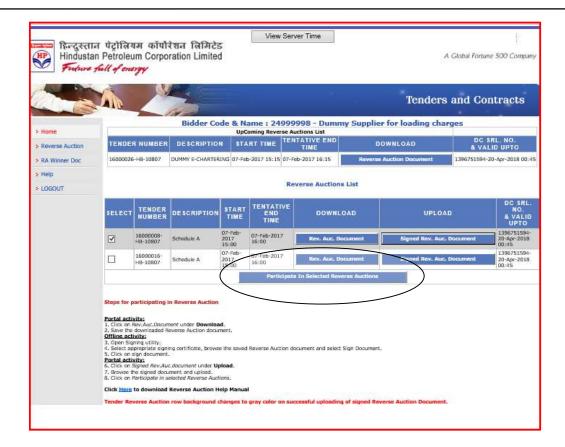


5. Browse the signed document and upload



- 6. Tender reverse Auction row changes to gray colour on successful uploading of signed reverse Auction documents.
- 7. Click on 'Participate in selected Reverse Auctions'.

E Proc Application – Reverse Auction Process Vendor Manual – Version 2.2



Bidders should select appropriate tender and click on "Participate in Selected Reverse Auctions" button. On selecting the participation button, reverse auction screen will be displayed.

The following sections describe the screens which are displayed for Non-SOR (non-Schedule of rates) and SOR (Schedule of rates) tenders respectively.

3.2 Screen for Non-SOR Tenders (Tenders not having schedule of rates)

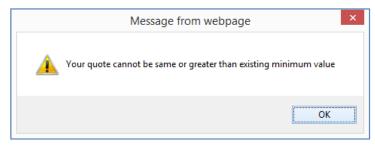
Upon selecting a Non-SOR tender (Tenders not having schedule of rates) for participating in the bidding process, the following screen is displayed.





Field descriptions in Non-SOR Screen: The following fields are available in Non-SOR screen

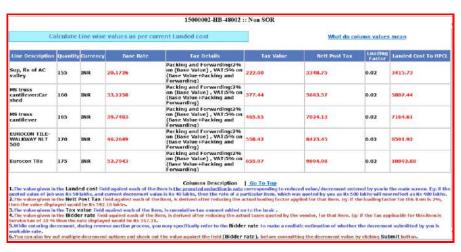
- <u>Previous Bid</u>: At the start of the Reverse Auction this field will display Bidder's original quote given in Price bid. However, during the Reverse Auction, this field will show the previous quote submitted by bidder.
- <u>Current Landed Cost</u>: Bench Mark Price will be shown for first bid and thereafter latest bid as received by HPCL for successive bids.
- <u>Increment/ Decrement Landed Cost by << 0.00 % >>:</u> This field shows Reverse Auction decrement percentage or decrement amount as pre-set by HPCL. In the above example bidders can decrease the rate by 0.5%.
- **Upward-downward arrows are for arriving at proposed rate:** Bidders can arrive at the proposed amount by clicking the upward and downward arrow. No bid is submitted at this stage. *Bidders can increase the rate for arithmetic comparison but cannot submit the quote. In case the bidder tries to submit an increased quote the following error message will be displayed.*



• <u>Leading Bid:</u> At the start of RA process, this field will show the Bench Mark Price. Subsequently while auction is in progress, this field will show latest minimum quote submitted by the participating bidders.



- <u>Submit Current Quote:</u> This field has a Blue coloured button labelled as "Submit Quote". This button is to be used by the bidder for actually submitting the revised quote. Bidder should remember to click on the corresponding radio button before click on "Submit".
- <u>Line Details:</u> The Line details field has a blue button labelled as "Show" button. If bidder clicks on "show" button a popup screen is displayed. Bidders should click on the "Show" button to check individual item rates against a proposed amount, which has been arrived at by clicking "upward/downward arrow". No bid is submitted by clicking "Show" button. In the popup screen bidder should click on "Calculate line wise values as per current landed cost" button to see detailed calculations for each of his decrement quotes.



• <u>History:</u> The History field has a blue button labelled as "**Submissions**". Clicking on the "**Submissions**" button shows details of quotes submitted by the bidder with date and time. Bidders Price bid quote is also visible in submissions.



- Reverse Auction logout: This button is useful for screen logout.
- Digital clock: Digital clock displays server time.



3.3 Screen for Schedule of rates Tenders

Upon selecting a SOR tender for participating in the bidding process, the following screen is displayed.

Field descriptions in SOR Screen: The following fields are available in SOR screen:



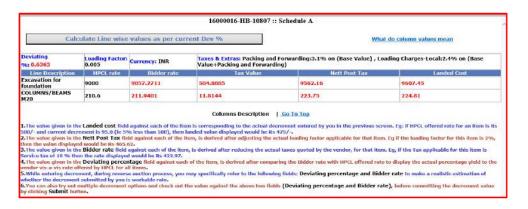
- <u>Previous Bid</u>: At the start of the Reverse Auction this field will display Bidder's original quote given in Price bid. However, during the Reverse Auction, this field will show the previous quote submitted by bidder.
- <u>Current deviating %</u>: Bench Mark Price will be shown here in the initial screen and latest bid received by HPCL for successive bids.
- <u>Increment/ Decrement Deviating % by << 0.00 % >>:</u> This field shows Reverse Auction decrement percentage pre-set by HPCL. In the above example bidders can decrease the rate by 0.5%.
- <u>Upward-downward arrows are for arriving at proposed rate:</u> Bidders can arrive at the proposed amount by clicking the upward and downward arrow. No bid is submitted at this stage. *Bidders can increase the rate for arithmetic comparison but cannot submit the quote. In case the bidder tries to submit an increased quote the following error message will be displayed.*



• <u>Submit Current Quote: This field has a Blue coloured button labelled as "Submit Quote". This</u> button is to be used by the bidder for submitting the actual RA quote.



- <u>Leading Bid:</u> This is the latest minimum submitted quote while Reverse Auction is in progress. At the start of Reverse Auction, leading bid is the Bench Mark Price.
 - The leading bid is displayed as a percentage of SOR rate. In the above example screen shot, the leading bid is 61.54% of SOR rates which is 38.46% less than SOR rate. If the leading bid is above SOR rate it will be displayed as 100+ percentage ie. a leading bid which is 5.5% above SOR would be displayed as 105.50.
- <u>Line Details:</u> The Line details field has a blue button labelled as "Show" button. If bidder clicks on "show" button a popup screen is displayed. Bidders should click on the "Show" button to check individual item rates against a proposed amount, which has been arrived at by clicking "upward/downward arrow". No bid is submitted by clicking "Show" button. In the popup screen bidder should click on "Calculate line wise values as per current dev %" button to see detailed calculations for each decrement.



• <u>History:</u> The History field has a blue button labelled as "Submissions". Clicking on the "Submissions" button shows details of quotes submitted by the bidder with date and time. Bidders Priced bid quote is also visible in submissions.





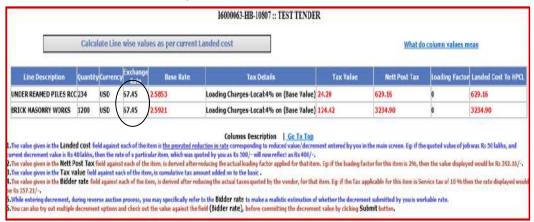
3.4 Screen for Multi-currency Tenders:

Upon selecting a Non-SOR Global tender (with multi currencies) for participating in the Reverse auction bidding process, the following screen is displayed. Bench Mark shall be in INR currency only.

Field descriptions are as shown in section 3.2.



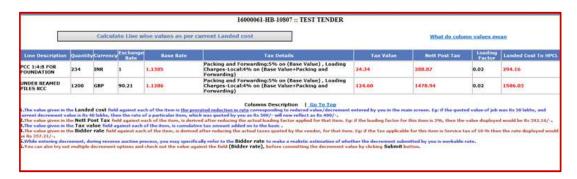
• **Leading Bid:** This field will show the Bench Mark Price in INR currency. Bidders are requested to submit reduce rates in INR only.



• <u>Line Details:</u> If bidder clicks on "show" button a popup screen is displayed. Bidders can view individual item rates against an intermediate decrement, (arrived at by clicking "upward/downward arrow"). No bid is submitted by clicking "Show" button. In the popup screen bidder should click on "Calculate line wise values as per current landed cost" button to see detailed calculations for each of his decrement quotes.



- For multi-currency tenders, currency exchange rate shall be visible in show screen. This currency
 exchange rate shall be of unpriced bid opening date. Basic rates are displayed in original
 currency. For every decrement in INR, corresponding item rates are visible in original currency.
- In case rates for certain lines are **quoted in INR**, the currency exchange rate shall be displayed as 1 (one).



4 Procedure for Submission of new reduced bid

Reverse auction shall be held for a period of 60 minutes. The auction process automatically gets extended by a further period of 5 minutes in case of receipt of any fresh bid during the last 5 minutes of the auction period. This process will continue until no bids are received in the last 5 minutes of the auction. Thereafter reverse auction shall get automatically closed.

During the bidding process, Bidders should use the increment/Decrement arrow keys to revise their bids. After the decrement is done, bidders should press the "SUBMIT" button to submit the fresh bid.

Upon submission of fresh bid, the bidder will be able to see his fresh bid in "Previous Bid" field.

4.1 Benchmark price calculation

As per the latest Reverse auction terms and condition, the benchmark price shall be the lowest of the prices quoted by techno-commercially accepted vendor's bids vis-à-vis HPCL estimated rates. The benchmark price is discreetly calculated by system without revealing the vendors identity.

Please note -

During the entire bidding process, the bidder's identity vis-à-vis quoted price shall be confidential.



- If a competitor submits a fresh reduced bid, the field "Leading Bid" for SOR or Non-SOR tenders will show the latest bid. This happens instantaneously and would be visible to all bidders on their screens.
- It may be noted that if two bidders submit the quote almost at the same time, the system will consider the bidders rate/quote which hits the system first. This time difference is logged till the mille second. In such a scenario, the system will send the following message to the second bidder cautioning him that the bid submitted is not the lowest bid.





5 Reverse Auction Closure

As explained in section 3 above, the RA process will continue until no bids are received in the last 5 minutes of the basic auction period (60 mins) or extended auction period.

If no bid is received in the last 5 minute period, reverse auction shall get automatically closed. The moment RA is completed, colour of auction line changes to 'yellow' and submit button will be disabled. This indicates the closure of Reverse Auction.



6 Refreshing of screen

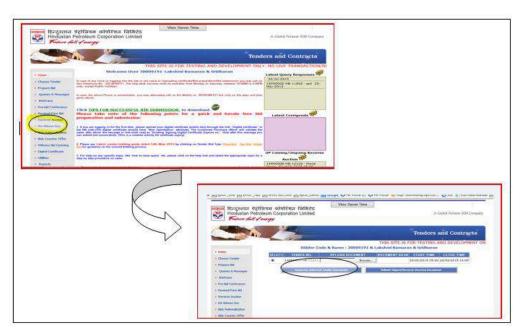
Bidders can refresh the screen by clicking on 'Reverse Auction' menu option in left pane, select the appropriate tender and click on participate in reverse auction button.



7 RA winner document

After completion of Reverse Auction, Lowest bidder will get an email intimation to download and submit the RA winner document.

Vendor can download the 'RA winner document' by to clicking on the "Generate Browse & submit Winner Document" button available in "RA Winner Document" menu option as shown below.



The successful bidder should -

- Select tender and click on 'Generate selected Tender Document'.
- Save the document and sign it using signing utility.
- Select the signed document by browsing
- Submit signed Reverse Auction document.
- Bidder can save the following confirmation message generated by system for records.





8 Multiple Reverse Auctions

If a bidder wishes to participate in more than one RA at the same time, bidder should select all tenders and download and enter passwords for each selected tenders and click on 'participate in selected Reverse Actions' button.

Please note a bidder can participate in upto 5 Reverse Auctions on the same screen at a time. Also, passwords are different for each of the different Reverse auction on same or different tenders.



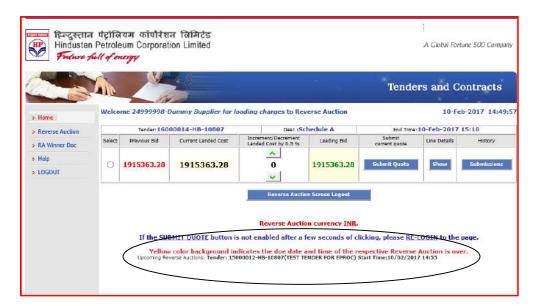
On selecting multiple RAs the following screen is displayed.





The procedure for participating in each of the multiple reverse auctions is same as that of participating in a single reverse auction explained in various sections above.

• Scrolling Message on Upcoming RA: If one RA is in progress and another RA is going to start, the eligible bidder will see a scrolling message 'Upcoming Reverse Auction:Tender no..... start time......' on the screen.



9 Postponement / Cancellation of Reverse Auctions

In case HPCL decides to postpone or Cancel a scheduled Reverse Auction, all eligible bidders will be informed by suitable e-mails well in advance.

In case of RA Cancellation due to RA failure or any other reason, bidders will also be informed by email to witness the price bids on the portal at scheduled date and time. A mail message will be received by eligible bidders towards this.

10 RA extension

• In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL's end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. No such request shall be entertained beyond one hour of the RA closing time. To provide equal opportunity, HPCL may decide to extend the Reverse auction at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.

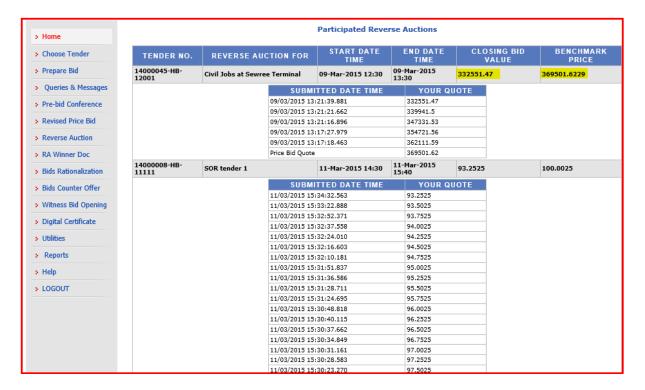


- HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
- HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
- In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall commence from the last saved decrement value and shall be open for period of original duration from commencement.

11 Reports:

Bidder can see 'list of Reverse Auctions participated' thru Reports.

By clicking on 'Participated Reverse Auctions' in Reports tab, Bidder can see tender number, tender description, RA start date and End date, Closing Bid value and Bench Mark Price along with their own submitted bids along with date and time.





12 Email Messages to Bidders

Il eligible bidders will be getting e-mails pertaining to Reverse Auctions from time to time. A list of such e-mails is given below —

• Email Regarding witnessing of loading factors

Evaluation has been completed for Tender/Schedules/Lines: 10-02-2016 16:36:25 in the system. Please login to the site https://etender.hpcl.co.in and click Witness bid opening tab to witness loading factor if any against above tender. Note: This is system Generated Mail. Pls do not reply to this email.

Mail Regarding Reverse Auction date & Time (including Loading factors)

Reverse Auction has been called for a schedule of above tender. Please login to your account. Go to reverse auction tab. Download RA Document. Sign it with the appropriate certificate and upload it on the same page to proceed for participation in reverse auction.. RA Desc: Schedule A RA Date On: 18-05-2016 16:05:00. Please login to witness your Loading Factors before participating in Reverse Auction on schedule date and time. You may refer the help manual available in portal to understand the RA process.

Please ensure to login on the scheduled date and time to participate in the reverse auction. You may also contact Helpdesk at 022-4114666 between 8.00 AM to 8.00 PM for any kind of support on the RA process.

• Email regarding Reverse Auction Winner document:

Reverse Auction has been concluded for a schedule of above Tender. Tender Number: XXXXXXXXX , RA No:356 ,RA Desc: SCHEDULED A ,RA Date:26-MAR-2015:12:00 You are the lowest bidder on the recently concluded RA against subject tender. Please click on RA winner doc tab and submit the digitally signed RA winner document, generated from system as a token of confirmation to the final rate submitted by you. HPCL reserves the right to further negotiate the prices with lowest bidder for reducing the price/cancel the reverse auction process/tender at any time before ordering without assigning any reasons except in cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor wherein reasons for cancellation are to be conveyed to the L1 vendor.



• Email Regarding postponement of Reverse Auction

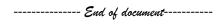
Reverse Auction for Tender No 15000017-HB-10807 - SOR TENDERS scheduled at 01-May-2015 12:00 is postponed to 01-May-2015 15:00. Please ensure to login on the scheduled date and time at 01-May-2015 15:00 to participate in the reverse auction event. RA slot is not available

• Email regarding Cancellation of Reverse Auction

Reverse Auction for Tender No 15000016-HB-10003 - Demo Tenders scheduled at 20-Apr-2015 15:45 is cancelled. Bid opening can be witnessed from 20-Apr-2015 16:00 onwards. RA is cancelled

Reverse Auction Extension Mail

Reverse Auction has been extended for a schedule of above tender scheduled at 22-Apr-2015 14:00 has been extended and new event time is 04-Feb-2016 15:00. We regret the inconvenience caused. Please login to your account in http://etender.hpcl.co.in, Click on Reverse Auction tab and participate in Reverse Auction with new decrypted password.



UNDER INTEGRITY PACT

Tender No.: 19000322 – HD - 10120

Dated: 23.10.2019

To.

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub: Procurement of Bidding Documents

Ref. Tender no. ...19000322 - HD - 10120 (Solar Plant at Barwala)

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

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

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

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

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

Yours faithfully

D P Srivastava
Senior Manager Procurement
On behalf of HPCL
(PURCHASER)

(BIDDER)

(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).

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (nereina	itter called the integrity Pact) is made on _
day of the month of 20 , between, on or	ne hand, Hindustan Petroleum Corporation
Limited acting through Shri	(Designation of the officer).
Department(hereinafter called the "BUYER",	which expression shall mean and include.
unless the context otherwise requires, his su	ccessors in office and assigns) of the First
Part and M/s re	presented by Shri
, (hereinafter called the	"BIDDER/Seller" which expression shall
mean and include unless the context otherwine assigns) of the Second Part.	se requires, his successors and permitted
WHEREAS the BUYER proposes to procu	ıre
(Name what is being procured) and the BIDD (State what is being offered).	ER/Seller is willing to offer/has offered the

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

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

Commitments of the Buyer

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

Commitments of Bidders

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

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

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

as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.
- 4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

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

- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument (to be specified in RFP).
- 5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.
- 5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

- 6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER.
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied I 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.

Names and Addresses of the Monitors: 1) Shri Jyoti Swaroop Pandey 2) Shri Kata Chandrahas, 3) Shri. Arun Chandra Verma C/o The Company Secretary, HPCL,6thFloor, Petroleum House,17, Jamshedji Tata Road, Churchgate, Mumbai 400020."

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11 . Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact	at on
BUYER	BIDDER
Senior Manager Procurement	Name: Designation: Name of bidding Organisation:
Witness	Witness





Tender Published On: 23-Oct-2019 16:22

	Technical				
SI.No.	Description	Attached File	Set Value	Supporting Doc. Req'd	
1	1 Technical	1Technical - Tender Solar Barwala FINAL.pdf	-	No	
2		2 STC - Tender Solar Barwala FINAL.pdf	-	No	