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A GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Invitation for Bids/ Letter Inviting Bid, Hindustan Petroleum Corporation Ltd. (HPCL) invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the "WORKS" as specified in Bid Data Sheet (BDS))

2.0 ADHERENCE TO POLICY OF HPCL ON NON TOLERANCE OF CORRUPT / FRAUDULENT PRACTICES

2.1 HPCL has a strict policy of zero tolerance on corrupt and fraudulent practices as laid down vide Cl. No. 16.0 ; Part A of SCC. Bidders to ensure compliance in this regard.

3.0 ELIGIBLE BIDDERS

3.1 A bidder may be a firm or a company or an entity, who, have been issued the Bidding Document on Limited Competitive Basis or/and intends to submit Bid, in response to Invitation for Bids (IFB) on Open Competitive basis.

3.2 In case bidder is on the holiday list/Banned/Blacklisted/Delisted by any Government or quasi Government agency or PSU, his offer may be rejected at the sole discretion of Owner.

Notwithstanding the above, if a Bidder who is on Holiday /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on Holiday /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

3.3 In case of limited competitive bidding, the bidding is open only to the bidders to whom Bidding Document has been issued.

3.4 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-certificate in this regard.

B CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with ITB clause 6.0.

- Notice Inviting Tender/Request for Quotation

- Instructions to Bidders and its attachments.
- Bid Data Sheet
- Bidding Forms
- General Terms & Conditions of Work Contract (GTC-Works) and its Annexures.
- Special Conditions of Contract (SCC) and its Annexure.
- Schedule of Rates (SOR)/ Schedule of Prices (SOP).
- Technical Specifications / Standards.
- Drawings, if any

4.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of HPCL immediately and prior to submission of Bid.

4.3 Bidding document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the e-tendering portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.

5.0 CLARIFICATION OF BIDDING DOCUMENT, PRE-BID MEETING& SITE VISIT

5.1 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in NIT/RFQ. During the pre bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

5.2 In order to ensure fruitful discussions during pre bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding Document on HPCL e-Tender website before the cut-off date as specified in Bid Data Sheet (BDS). These queries shall be replied during pre-bid meeting or subsequent to pre-bid meeting. Reply to Pre-Bid Queries shall be hosted on HPCL Tender website.

5.3 The bidders are required to participate in the pre-bid meeting after going through the entire bidding document. Bidder shall come with all technical and commercial points on which they need clarifications. No discussion on Bidder Qualification Criteria (BQC) shall be entertained in pre bid meeting

- 5.4 Replies to the pre-bid queries will be uploaded in HPCL websites <https://etender.hpcl.co.in> and HPCL's website www.hindustanpetroleum.com as expeditiously as possible. After pre-bid meeting, no further queries will be entertained from the bidders.
- 5.5 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment/ clarification/message on tender message board at our e proc website <https://etender.hpcl.co.in>
- 5.6 Void
- 5.7 Void
- 5.8 Bidder is advised to visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. All costs towards the same including the cost of visiting the site shall be at the bidder's own expense.
- 5.9 Bidder and its personnel will relieve and indemnify HPCL and its personnel from and against all liability in respect of Site Visit, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6.0 AMENDMENT OF BIDDING DOCUMENT

- 6.1 At any time prior to the deadline for submission of bids, HPCL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum/ clarification/message on tender message board at our e-tender portal <https://etender.hpcl.co.in>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be uploaded on HPCL websites <https://etender.hpcl.co.in> and HPCL's website www.hindustanpetroleum.com .
- 6.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, HPCL may extend the deadline for the submission of bids, pursuant to Clause 21.3 of ITB.
- 6.4 HPCL may also for any reason issue amendment subsequent to receiving the bids. Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

7.0 VOID

C PREPARATION OF BIDS

8.0 COST OF BIDDING

- 8.1 Bidder shall bear all costs associated with the preparation and submission of its Bid, and HPCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9.0 LANGUAGE OF BID

- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and HPCL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9.2 In the event of submission of any document/ certificate by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by Indian Embassy of bidder's country. Alternately, bidder can get the translated documents attested through local chamber of commerce and industry in bidder's home country.

10.0 DOCUMENTS COMPRISING THE BID

Bid shall be submitted in two parts i.e. un priced bid and price bid .Bidders shall be required to submit the complete bid online. However the physical document (mentioned under clause 10.1.a) shall be submitted in original in the tender box by the tender due date/extended due date and time.

10.1 PART - I -TECHNO-COMMERCIAL/ UNPRICED BID

a) Physical Documents:

- Bid Security/ EMD (in original)
- Power of Attorney of bidder's representative digitally signing the bid document.

Physical documents to be submitted in the tender box provided at following address on or before Bid due date and time".

HINDUSTAN PETROLEUM CORPORATION LIMITED
Tender Box (near Mail Section at Ground Floor)
Pipelines Department,
Hindustan Bhavan, 8, Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400001

The sealed envelope containing above documents shall be super scribed with Tender no, due date and name of the Job.

In e-tenders, a scanned copy of Bid Security/EMD or MSE Certificate seeking exemption shall also to be uploaded with the offer at e-portal <https://etender.hpcl.co.in>

- b) Documentary evidence establishing Bidder's claim for meeting Bidder Qualification Criteria as stipulated in the Bid Document. Owner reserve the right to call the bidder during evaluation along with originals for verification of the documents submitted by

the bidder in his bid. OWNER also reserve the right to get the documents (purchase orders, completion certificates and other documents submitted by the bidder) verified/ confirmed by the issuing authority of these documents.

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

or

Bidder shall submit documents duly notarized by any notary public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidder's country.

or

Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited Company only). This option shall not be applicable to Proprietorship/Partnership firms.

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

- d) *Duly notarized/ certified by Statutory Auditor / certified by CEO or CFO or Company Secretary as applicable* Bid Qualification documents submitted by bidders on HPCL e-proc / e-tender portal shall be deemed as authenticated. For verification of documents, HPCL shall call the bidder during unpriced bid evaluation along with originals for verification of the documents submitted by the bidder in his bid. HPCL also reserve the right to get the documents (purchase orders, completion certificates and other documents submitted by the bidder) verified/ confirmed by the issuing authority of these documents. In case bidder fails to get the documents verified (as mentioned above) within the time period / extended time period provided by HPCL, bidder's offer may be rejected.
- e) Power of Attorney in favour of person (s) digitally signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder;
- f) In case of bids submitted by a JV, if permitted in BDS, shall include a copy of the Joint Venture Agreement entered into by all members;
- g) Tender document including Corrigendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance. Please note no hard copy of documents shall be taken in case of e-tender except the documents stated in the note at the end of this clause.
- h) All form and format dully filled in.
- i) Copies of Purchase Orders, respective completion certificate (mentioning commencement and completion date along with executed order value and nature of job), Financial Statement (Audited Balance Sheet including, Profit & Loss Account, Schedule and Independent Auditor Report) for last three preceding financial years.
- j) Taxes & Duties Statement – shall be same as filled in Price Schedule & should not be separately submitted by the bidder.
- k) Agreed Terms & Conditions duly filled-in online.

l) Integrity Pact

m) Any other document required in the BDS.

n) Any other information/details/documents/data required as per Bid Document.

NOTE: The documents sought under clause 10.1 a are to be received by OWNER by bid submission date & time in hard copy. However, scanned copies of documents under clause 10.1 a along with balance documents are to be uploaded at OWNER e-tender website.

10.2 PART-II (Priced Bid)

It shall consist of Price Bid only. It shall be uploaded on the e-portal <https://etender.hpcl.co.in> .

11.0 INTEGRITY PACT (Not applicable)

11.1 Bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance in **Part-I** of the Bid. Integrity Pact is required to be submitted for Bids of value Rs. 1 (One) crore and above. In case of deviation to this requirement, HPCL may provide the opportunity to Bidder for withdrawing their deviations. In case bidder fails to sign the Integrity Pact within the final cut off date & time specified by the HPCL, the bid shall be rejected. However, in the event the Integrity Pact is not applicable considering the value of Bid then a self declaration to this extent shall be submitted by the bidder in **Part-I** of the Bid. HPCL's Pre-signed Integrity Pact is provided in Bidding Forms.

DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)

- 1) Shri Arun Chandra Verma, IPS (Retd.)
- 2) Shri Jyoti Swaroop Pandey
- 3) Shri Kata Chandrahas

C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17, Jamshedji Tata Road, Church gate, Mumbai 400020.

12.0 ALTERNATIVE BIDS

12.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly failing which all bids submitted by such bidder directly & indirectly, shall stand rejected and BID SECURITY shall be forfeited.

13.0 BID PRICES AND DISCOUNTS

13.1 Bidders should only quote unit basic/item rate in the online priced bid format. However, all taxes and duties as applicable for the tender shall be quoted in the tax section online by the bidders. Conditional rebate/discount, if offered, shall not be considered for evaluation.

- 13.2 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates/ Prices submitted by the bidder and accepted by HPCL.
- 13.3 Bidder shall quote for all the items of Schedule of Rates/Prices after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under `Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 13.4 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.
- 13.5 In case of “**SOR Rate Tenders**” (where tender line(s) is/are defined as pre-defined estimated lumpsum bottom-line Rate for entire scope of work) Bidder shall quote a single consolidated percentage increase / decrease in the estimated price and the same percentage shall be applicable uniformly to all the items of the Schedule of Rates (attached separately).
- 13.6 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract.

14.0 CURRENCIES OF BID AND PAYMENT

- 14.1 Unless otherwise specified in BDS, bidder shall submit Bid in Indian Rupees only and payment shall be made in Indian Rupees only.

15.0 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER (APPLICABLE)

- 15.1 If specified in the Invitation for Bids (IFB), bidder(s) intending to participate shall fulfill the Qualification Criteria specified in the Invitation for Bid (IFB). The experience and financial details submitted by the bidders shall be evaluated with respect to the Qualification Criteria specified in the Invitation for Bid. Bidders are required to submit all such past experience(s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the bidder.

In case, a Bidder does not meet the BQC based on experience documents submitted by bidder in support of meeting the BQC, bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the bid, to support their meeting the BQC.

- 15.2 Bids of only those bidders who are found to qualify based on the Qualification Criteria specified in the Invitation for Bid shall be considered for detailed Techno-Commercial evaluation. Decision of HPCL in this regard shall be final and binding.
- 15.3 While evaluating the bidder's conformity with Qualification Criteria, only such works shall be taken in to consideration, the details of which have been submitted along with the Bid.
- 15.4 Copy of work order/ notification for award of work along with documentary evidence of its completion is mandatory, which establishes that the bidder has been awarded a work and proof of completion which establishes that the work under reference has been completed.(unless otherwise there is any specific mention in the bidding document regarding consideration of work in progress)
- 15.5 A job completed by a bidder as a sub-contractor authorized by Owner/PMC of the Project shall be considered for the purpose of meeting the technical criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
- a) Copy of work order along with schedule of rates issued by main contractor to sub-contractor authorized by Owner/PMC of the Project along with proof of such authorization and work order copies from Owner to main contractor.
 - b) Copies of completion certificates from the end user/ Owner/PMC and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.
 - c) However, in case bidder is not able to furnish the completion certificates from the end user/ Owner/PMC in his name then completion certificate issued in the name of main Contractor incorporating details of authorized sub-contractor shall also be considered as proof of completion.
- 15.6 A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Qualification Criteria of the enquiry document. However, jobs executed for subsidiary/ fellow subsidiary / holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for subsidiary/ fellow subsidiary / holding company. Such bidders to submit these documents in addition to the documents specified in the enquiry documents to meet BQC.
- 15.7 In addition to above, bidder shall also furnish documentary evidence by way of copies of Complete Audited Annual Financial Year Statements including auditor report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the preceding three financial year along with the Bid for meeting the financial criteria.

The Bidder is required to submit standalone Financial Statements. However in case a bidder is having wholly owned subsidiaries but only a single consolidated Financial Statements is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited Financial Statements shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of

the bidder certifying that separate Financial Statements of bidder (without the financial data of subsidiaries) is not prepared and audited.

Further, in case a bidder is a subsidiary company and separate Financial Statements of the bidder is not published, but only a consolidated Financial Statements of the Parent Company is available, consolidated audited Financial Statements shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate Standalone Financial Statements of bidder is not prepared and audited.

15.8 For the purpose of assessment of Net worth and Turnover, following shall be applicable:

i The definition of net worth, based on the immediate preceding years Audited financial results shall be calculated as per following:-

The net worth means paid up share capital, Share application money pending allotment* and reserves# less accumulate losses and deferred expenditure to the extent not written off.

Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Share application money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of networth shall be as follows:

Paid up share capital	XXXX
Add: Share application money pending allotment	XXXX
Add: Reserves (as defined above)	XXXX
Less: Accumulate Losses	XX
Less: Deferred revenue expenditure to the extend not written off	XX
Networth	XXXX

ii Turnover shall be calculated including **GST** but excluding other Incomes.

15.9 Not limited to above, bidder shall submit any additional documents/information as requested in NIT or/and requested by HPCL in writing, subsequent to submission of Bids.

15.10 HPCL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information.

16.0 VOID

17.0 PERIOD OF VALIDITY OF BIDS

- 17.1 Bids shall remain valid for the period **of 90 days** after the bid submission deadline date prescribed by HPCL in accordance with Clause 21.0 of ITB. Bid of shorter validity shall be rejected by HPCL as non-responsive bid as per the provisions of the clause 27.4 of ITB. Bidders shall not be entitled during the above period, without the consent of HPCL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of HPCL in writing, HPCL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on Holiday list/ Negative List. The Owner may, at its discretion, on giving reasonable notice at site <https://etender.hpcl.co.in> , extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, HPCL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with Clause 18.1 of ITB, it shall also be extended for 2 (Two) months beyond the deadline of the extended validity period. A bidder may refuse the request without getting forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid.

18.0 BID SECURITY (NOT APPLICABLE)

- 18.1 Bidder shall furnish as part of its bid, a Bid Security, **in original form** and, in the amount and currency **specified in the BDS** / In case of MSEs, valid MSE Certificate in line with Clause 18.2 & 18.3 of ITB. Any bid not accompanied with a requisite Bid security or the Bid Security not being for the required amount / Bid without valid MSE certificate for exemptions, shall be summarily rejected by HPCL. Format of Bank Guarantee for Bid Security is provided in Bidding Forms.

Bid Security, **in original**, must be submitted in the tender box provided at following address on or before Bid due date and time, failing which Bid shall be rejected:

HINDUSTAN PETROLEUM CORPORATION LIMITED
Tender Box (near Mail Section at Ground Floor)
Pipelines Department,
Hindustan Bhavan, 8, Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400001

“Bid Security/EMD exemption document uploaded at e-portal shall be acceptable in lieu of EMD exemption subject to verification of authenticity of the same”.

- 18.2 Public sector Enterprises are exempted from furnishing Bid Security subject to submission of declaration to that effect on their letterhead. Bidders registered as Micro / Small Enterprises (MSEs) or with National Small Scale Industries Corporation are also exempted from furnishing Bid Security subject to submission of copy of the valid registration certificate. In case of Unincorporated JV/Consortium bid, bidder is exempted only if all the members as well as Leader falls under the exemption, as above.
- 18.3 Bidders registered as MSEs shall provide the necessary valid documentary evidence issued by District Industries Centres / Khadi & village industries commission/ Khadi and village industries board/ Coir board/NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises clearly identifying that they are registered as MSEs.
- 18.4 HPCL shall not pay any interest on Bid Security furnished. Further, in case bank guarantee submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per HPCL Policy.
- 18.5 Bids must be accompanied with the Bid security as mentioned above in the form of non-revocable Bank Guarantee from any Indian Scheduled Bank encashable anywhere in India and should be accompanied by SFMS confirmation to ICICI Bank Back bay Branch with IFSC Code as **ICIC0000393** ((other than Co-operative Bank) in favour “ Hindustan Petroleum Corporation Limited” (as per the proforma attached in the General Terms and Conditions). **Bidders to note that EMD through Demand Draft (DD) shall not be acceptable.**

All foreign bank guarantees will be confirmed by any Indian Scheduled Bank (other than Co-operative Bank).

BG (in lieu of EMD) submitted without SFMS confirmation will be liable for rejection.

Bidders are advised to instruct their banks not to post Bid Security directly to HPCL as the same has to be deposited as explained above.

Banking details for BG issuance is :

Beneficiary Bank Name : ICICI Bank LIMITED
Branch Address : 163 BACKBAY RECLAMATION, MUMBAI 400020
IFSC Code : ICIC0000393
Telephone Number : 022 - 67574314 / 4322
Email ID : tradekcm@icicibank.com
Beneficiary : HINDUSTAN PETROLEUM CORPORATION LIMITED
HPCL Customer ID : 508902133

Note: Beneficiary & Bank details provided here are only for submission of Bank Guarantee. This account should not be used for submission of EMD amount via any form of e-payment . For such e-payment please refer clause 18.6 of ITB mentioned below which specifies the modality of such payment which can be made while bid submission through HPCL e-portal.

- 18.6 Alternatively, EMD may be submitted in the form of e-payment.:
- During bidding process on selection of EMD, vendor will have the option to pay the EMD through e-payment.
 - On choosing the option of e-payment he will be directed to the payment gateway of the merchant banker.
 - On successful payment, the success number from the bank will be made available in the e-tendering platform and then only the system will be enabled for submission of bid.
 - For successful online payments, the payment gateway shall give a success message to the bidder with a facility to print the confirmation. No separate Cash Receipt shall be provided to the bidder against the online EMD payment.
 - For e-payments, relevant payment details shall be secured in the procurement platform till the tender due date and time.
 - The tender opening shall be done in e-procurement platform basis success confirmation received from the payment gateway though the actual EMD amount shall be realized by HPCL subsequently in line with the contractual agreements with the payment gateway.
 - At the time of opening the bids e-procurement portal shall display the relevant details of online payment amount along with success number and success status for the bidder.
 - EMD will be refunded to the other than lowest evaluated bidder(s) immediately upon finalization of contract through payment gateway.
- 18.7 The bid security shall be valid for six (6) Months beyond the original due date for submission of bids, or beyond any period of extension if requested under Clause 17.2 of ITB.
- 18.8 EMD/Bid Security should be refunded to other than lowest evaluated bidder(s), immediately upon completion of price evaluation, by means of A/c Payee cheques or e payment. or by way of returning BG as applicable. Also, EMD of late bids/ where unpriced bids not opened, shall be returned after unpriced bid opening. However, in case HPCL decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of work/ items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision. EMD of successful bidder (on which LOI/P.O. has been placed) shall be returned after submission of Security Deposit /Contract Performance Bank Guarantee.
- 18.9 The bid security shall be forfeited:
- (a) if a bidder withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or submits multiple bids in accordance with Clause 12.0 of ITB
 - (b) on his own modifies his bid during the period of bid validity; or
 - (c) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged in accordance with relevant provisions provided in Bidding Document.

- (d) if the successful bidder fails to:
- (i) **Furnish a Contract performance Bank Guarantee or Security Deposit and Retention Money in accordance with clause no. 4 of General Terms & Conditions of Work Contract.**
 - (ii) **to accept arithmetical corrections pursuant to Clause 32.0 of ITB.**
- (e) Any other provision specifically mentioned in the Bidding Document.
- (f) Violation of Integrity Pact (If Applicable).

DISCLAIMER: - Besides above, Owner reserves the right to forfeit the EMD of bidder (In case EMD is applicable) and take further action as per corporation's (HPCL's) policy in case bidder deviates from his submitted offer / adopt unfair practices.

18.10 In case of a unincorporated JV/ Consortium bid, the Bid Security shall be submitted by any Member of the Consortium on behalf of consortium in original form and, in the amount and currency specified in the BDS.

In case of bid from Indian arm of foreign company, the Bid Security shall be submitted by the Indian arm of foreign company in original form and, in the amount and currency specified in the BDS and currency shall be Indian Rupees.

In case of a incorporated JV/Consortium bid, the Bid Security shall be submitted by the incorporated JV/ Consortium in original form and, in the amount and currency specified in the BDS.

18.11 **Conditional Acceptance of Bidders Offer Against E-Tender Basis Scan Copies of BG In Lieu of Earnest Money Deposits.**

Due to the unprecedented lockdown/ restrictions by Govt for COVID 19 in various parts/ services within country, bidders to note following regarding EMD submission.

1. Bidders shall use e-payment facility available on HPCL e-proc portal for submission of EMD , **EMD through DD shall not be acceptable.**
2. In case EMD is submitted in form of BG and bidders are not able to submit original copy of BG in tender box by tender due date and time, Conditional acceptance of bids shall be given (while opening unpriced bid) against e tenders basis scanned copies of BG (sent to e-mail ID anilkkori@hpcl.in/ Alisha.Madaan@hpcl.in or uploaded on HPCL e-proc portal) in lieu of earnest money receipt through original BG by tender due date/time.

All bidders to note that due to prevailing lock-down in the entire country to arrest the spread of COVID-19, all bidders shall have to mandatorily submit scan copy of BG (in lieu of EMD) to email ids mentioned below before tender due date, basis which conditional acceptance of EMD shall be given.

3. Bidders are required to submit scan copy of BG (in lieu of EMD) at following E mail id mentioned below by tender due date and time.
Email id (anilkkori@hpcl.in/ Alisha.Madaan@hpcl.in)

4. In case bank is not able to issue BG(in lieu of EMD) on stamp paper / e stamp paper, BG(in lieu of EMD) on banks letter head shall be conditionally accepted, however declarations / confirmation (**as per Annexure-II to NIT /IFB**) from the bidder shall be submitted along with the BG(in lieu of EMD) scan copy before opening unpriced bid.

Further BG (in lieu of EMD) submitted on bank letterhead should mandatarly include following clause in BG format.

“As a consequence of prevailing lock-down in the entire country to arrest the spread of COVID-19, the Bank is unable to get the Bank Guarantee duly stamped. Hence, this unstamped Bank Guarantee is issued with an undertaking and promise that this Bank Guarantee will be revalidated with same validity period by fresh issuance as and when normalcy returns, by making payment of appropriate stamp duty. The Bank undertakes to honour its obligation under this Bank Guarantee in the form in which it is issued and forfeits its right to take objection on its enforceability and admissibility on the ground of it being unstamped Bank Guarantee. The execution of this Bank Guarantee is only with the intention of continuing with commercial transactions during the unprecedented lockdown period and should not be taken as an attempt to evade the stamp duty by either party

In case of BG submitted on banks letter head and bid not supported with bidder's declaration as per Annexure 1 and BG (on banks letter head) without above mentioned clause shall be rejected.

5. Final acceptance of bid shall be done basis submission of original BG on stamp paper (of scanned BG submitted by tender due date/time) by the bidder before price bid opening/RA and as per existing procedure the original BG submitted, shall be confirmed / verified from issuing bank by HPCL finance before price bid opening/ RA.
6. Offers shall be rejected in case scanned BG is not submitted by tender due date/ time (in lieu of original BG) or EMD submitted through DD. The offer shall also be rejected in case bidder fails to submit original BG (of scanned BG submitted by tender due date/time) within 10 days of seeking it by HPCL.

Please note that SCAN Copy of BG received through email after tender due date and time shall not be accepted.

Further Bidder are also required to upload scan copy of BG (in lieu of EMD) on HPCL e portal under EMD submission section while submitting the online offer/bid.

In case of any ambiguity, above clause shall supersede any other clause mentioned in tender regarding EMD submission.

19.0 FORMAT AND SIGNING OF BID

- 19.1 The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate

details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

- 19.2 In case of a JV/Consortium bid (If permitted in the bidding document), the Bid shall be digitally signed (e-signed) using the digital signature of a authorized representative of the JV /Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

D SUBMISSION AND OPENING OF BIDS

20.0 SEALING AND MARKING OF BIDS

- 20.1 The bidder shall submit the, original Bid Security and Power of Attorney requested in “Original”, as per the requirement of clause no. 10.1 of ITB, , in separate sealed envelopes, to be submitted in the tender box provided at following address on or before Bid due date and time.
- 20.2 The sealed envelope containing above documents shall be super scribed with Tender no., Due date and name of the Job. The envelope shall bear the name and address of the bidder and bear a warning not to open before the time and date for bid opening.
- 20.3 If all envelopes are not sealed and marked as required, HPCL will assume no responsibility for the misplacement or premature opening of same.
- 20.4 Bidders shall submit bids (Part-I & Part-II) electronically and shall follow the e tender instructions **enclosed in Bidding Document**.

21.0 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 Bidders shall submit their bids electronically in the e-tendering portal, within the due date and time **notified online on HPCL e portal**.
- 21.2 Bid Security in accordance with ITB 18.0, in original, must be received by HPCL at the address and no later than the due date and time for submission of Bids **notified online on HPCL e portal**.
- 21.3 HPCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 6.0 of ITB, in which case all rights and obligations of HPCL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 LATE BIDS

- 22.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form or any other form shall not be considered for opening / evaluation / award and will be returned to such bidders.
- 22.2 In the event the Bid Security in original, in accordance with ITB 21.2, are not submitted within the deadline for submission of bids, the bids shall be declared late and shall not

be considered for opening, notwithstanding the fact that the bid has been submitted in electronic form within the deadline. However, in case of exemption from submitting Bid Security under MSE as per ITB 18.2, then bidder shall submit the copy of documentary evidence as per ITB 18.3.

23.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- 23.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.
- 23.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD/Bid security and further action as per corporation (OWNER) policy.
- 23.3 Bidder(s) to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed. In case any bidder gives unsolicited revised prices/price implication, his bid shall be rejected and EMD/ Bid security submitted by the bidder shall be forfeited. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purposes, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account and shall be binding on the bidder for award of work
- 23.4 No new deviation will be received/ accepted from bidder after bid due date & time. In case bidder submits new deviation, his bid will be rejected. At the sole discretion of the owner bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected.

24.0 BID OPENING

- 24.1 HPCL shall verify the availability of requisite BID SECURITY, in original, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB 18.0 , in original, prior to due date and time for submission of Bids.
- 24.2 Except in the cases specified in ITB 22.2, HPCL shall open Part-I of all bids received in the e-tendering portal.
- 24.3 The order of part wise opening of bids shall be as follows;
- i. On scheduled date and time of UNPRICED bid opening,
 - a) Original Bid Security & other original documents submitted in physical form shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.
 - b) Up on meeting the requirement of Bid Security as per Clause 18.1 of ITB, Opening of documents of part –I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

- c) If a bidder has not complied with Bid Security requirement b) above, such bidder's offer (Part-I) is not proceeded for further opening and rejected out rightly.
- ii. Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by HPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

E EVALUATION AND COMPARISON OF BIDS

25.0 CONFIDENTIALITY

- 25.1 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. HPCL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 25.2 Any attempt by a bidder to influence HPCL in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.
- 25.3 Notwithstanding Clause 25.2 of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact HPCL on any matter related to the bidding process, it shall done so in writing only.

26.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

- 26.1 During the evaluation of bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

27.0 DETERMINATION OF RESPONSIVENESS

- 27.1 HPCL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 10.0 of ITB.
- 27.2 Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations or reservations or omission. The Owner's's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would:

- (i) **Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or**
- (ii) **Limit in any substantial way, inconsistent with the Bidding Documents, HPCL's rights or the bidder's obligations under the proposed Contract; or**
- (iii) **would unfairly affect the competitive position of other bidders presenting substantially responsive bids.**

27.3 Owner expects Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid. In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Owner shall not consider deviations mentioned elsewhere.

27.4 Rejection Criteria

Bidder's Bid shall be considered non-responsive and rejected as explained below, if bidder deviates from the under mentioned provisions of Bid Documents by the Bidder:

- I. Bid Security (EMD)
- II. Tender Fee (if applicable)
- III. Mention rates anywhere else in the tender other than on-Line Price Bid
- IV. Integrity Pact (if applicable)
- V. Security Deposit
- VI. Retention Money/Contract Performance Guarantee
- VII. Period of validity of bids shorter than specified
- VIII. Force Majeure
- IX. Defect Liability Period / Guarantee / Warranty period
- X. Firm Prices
- XI. Demand of Advance Payment against placement of order
- XII. Workability clause
- XIII. Completion Period / Time Schedule / Delivery Period
- XIV. Unsolicited Price change/Implication (including revision in taxes / duties & their applicability) after bid submission due date / extended due date, however, any unilateral rebate shall be dealt as per provision of Tender Document.
- XV. Advance along with LOA/PO, Payment through bank and L/C to Indian bidders.
- XVI. Non-Submission of declaration of not banning/holiday listing delisting from Government of India / ministries of Govt. of India / PSU or Misrepresentation of facts/fraudulent practices.
- XVII. Non-acceptance to participate in Reverse Auction, if required.
- XVIII. Non-conformance of scope of work / technical specifications.
- XIX. Bid submitted without considering addendum, corrigendum, message on tender message board (in case of e-tender this is possible only when a bidder submits the bid before publishing corrigendum). This would not include addendum / corrigendum/ message published for due date extension only.
- XX. Failure in getting document verified (submitted by bidder against qualification criteria mentioned in tender) with original documents/ verification through the document issuing authority within specified time period given by HPCL.
- XXI. Bidder's Net worth as per their audited annual financial statements of year

ending 31/03/2020 (as per tender BQC), shall be positive. Bidders with negative net worth will not be considered barring PSUs approved by HPCL

XXII. Declaration for minimum value addition for Domestically manufactured Iron and steel products (if applicable)

Bids not complying to tender terms pertaining to above Sr. No. I to III and XX shall be rejected out rightly Where as for SL. No. IV) to XIX) and SL. No. XXI and XXII, HPCL reserve the right to provide opportunity to the bidder to withdraw the deviation without revision in quoted prices. In case bidder fails to withdraw the deviation within the date & time specified by HPCL, the bid shall be rejected.

HPCL at its sole discretion reserves the right to reject bidder's offer, if HPCL had an experience of unsatisfactory performance of job executed by such bidders in the past three years. Unsatisfactory performance shall mean any or all of the following:

- a. PO terminated due to poor performance
- b. Show-Cause Notice issued for inordinate delays in work completion after contractual completion date or due to serious quality lapses.

27.5 Bids that do not meet the Bidder Qualification Criteria as specified in the bid document shall be rejected.

27.6 A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document shall be considered as non-responsive and rejected.

27.7 In case bidder is on the holiday list/Banned/Blacklisted/Delisted by any Government or quasi Government agency or PSU, his offer may be rejected at the sole discretion of Owner.

Notwithstanding the above, if a Bidder who is on Holiday /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on Holiday /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

27.8 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self certificate in this regard.

Bidder who is found to be under court receivership or similar proceeding as per above declaration, then their offer shall not be considered for further evaluation.

27.9 In case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in online deviation sheet, but elsewhere and is not withdrawing those deviations, Owner shall reject his bid and forfeit the EMD/Bid security of the bidder in such cases.

27.10 Non-acceptance of commercial terms and conditions may result in rejection of offer, or suitable commercial loading.

27.11 HPCL, reserves the right to reject offers not meeting its Technical requirements and/or