

Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, **conciliator(s)**, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount soliable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
7. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed 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.*

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

IN WITNESS Where of _____ Bank, has executed this document at
_____ on _____ 199 .

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

Tender No. : 21000110-HB-10155



Tender Published On : 25-Jul-2021 14:27

Land border sharing Declaration Letter				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Land border sharing Declaration Letter	Declaration Letter.pdf	-	No
2	Upload signed declaration		-	Allowed

Tender Clause on Procurement from a Bidder from a Country Sharing Land Border with India

1. Department of Expenditure (Ministry of Finance) of Government of India through OM no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in/>).
2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annexure-I of the DoE OM dated 23.07.2020 (Public procurement no. 1).

However, above shall not be applicable to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this Order means: -
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **The beneficial owner** for the purpose of (4) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **An Agent** is a person employed to do any act for another, or to represent another in dealings with third person.

7. Bidders shall submit a certificate of compliance in the enclosed form-A.

This certificate shall be on the company's letter head and shall be duly signed & stamped by the authorized signatory of the bidder.

In case at any stage, if it is found the above certification given by the bidder is false, their bid shall be rejected and shall be liable for other actions like placement on suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with law/ provision of bidding document including suspension/ banning and encashment of PBG.

8. In addition to above, such bidders (falling under the clause 1 to 6 above) shall also be required to submit evidence of registration with competent authority. In case of non-submission of required evidence of registration or in valid registration, bid shall be rejected.

9. In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids/ order/ LOA placement. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

10. Provision for Sub-Contracting in Works Contracts

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority. The definition of "contractor from a country which shares a land border with India" shall be as per clause 4 above. In such tenders, bidder shall be required to submit a certificate in the enclosed Form-B.

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s HPCL

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India enclosed in the subject tender; I hereby certify that this bidder _____ (name of the bidder) is:

- i) Not from such a country and is eligible to be considered. : Yes / No (*)
- ii) - If from such country, has been registered with the Competent Authority : Yes / No (*)
 - If from such country, valid registration certificate from the competent authority have been submitted in the bid. : Yes / No (*)

I hereby certify that the bidder fulfills all requirements in this regard and eligible to be considered.

() Tick Yes or No, whichever is applicable*

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the bidder.

BIDDER'S UNDERTAKING IN CASE OF WORKS CONTRACT**(On Company's Letter Head)**

To,

M/s HPCL

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India enclosed in the subject tender and on sub-contracting to contractors from such countries; I hereby certify that this bidder _____ (name of the bidder) is:

- i) Not from such a country : Yes / No (*)
- ii) - If from such country, has been registered with the Competent Authority : Yes / No (*)
- If from such country, valid registration certificate from the competent authority have been submitted in the bid. : Yes / No (*)

I further certify that the bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I further hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered.

() Tick Yes or No, whichever is applicable*

Place :

Signature (#):

Date :

Name :

Designation:

Seal :

(#) Undertaking shall be signed by the authorized signatory of the bidder.

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Bid security declaration				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Bid security declaration	Bid security declaration.pdf	-	No
2	Upload signed declaration		-	Allowed

(To be submitted on Letter head / emblem)

BID SECURITY DECLARATION

Ref: Tender No

Date

Sub : Tender title _____

I, Shri _____ of M/s. _____, having its registered office at _____, in my capacity as _____ (*Role of the Bidder – Proprietor/Partner/Director etc.*) and being authorized for the purpose, declares on behalf of the Bidder as under:

- 1) That M/s. _____ are participating in the subject tender and have submitted our bid in response to the same.
- 2) That we understand that in compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin(Part-I) dated 19.11.2020 issued by Department of Public Enterprises, the Owner has decided not to ask for furnishing of Earnest Money Deposit (EMD) in the form of Bid Security till the operation of the said Office Memorandum.
- 3) That in lieu of not furnishing the EMD, we hereby declare that:
 - a) We will display our commitment to abide by our bid during the tender evaluation process and will not withdraw or modify it or impair or derogate from it in any respect during its validity period i.e. 90 number of days from the date of opening of the Unpriced Bid as sought in the Notice inviting Tender.
 - b) We will comply with all formalities of signing of the contract / agreement / purchase order and submit performance security within time stipulated in the tender document.