

Tender No. : 21000008-HB-11306



Tender Published On : 20-Sep-2021 18:39

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	SUPPLY AND INSTL OF SOLAR SYS	
Description	SUPPLY AND INSTL OF SOLAR SYS	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	01-Oct-2021 15:30	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	20-Sep-2021 19:00	
Queries End Date & Time	29-Sep-2021 15:00	
Un Priced Bid Open Date & Time	01-Oct-2021 16:00	
Purchase Deptt.	PURCHASE DEPARTMENT KANPUR RRO	
TF/EMD Drop Box Address	HPCL KANPUR RO	
Tender Description	Pls refer attachment If condition in header and other attachment are coinciding than condition in header will supersede.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0	0

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 90 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.

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

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

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

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



Line Details Of Tender							
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
SUPPLY AND INSTL OF SOLAR SYS					Manadatory: Yes		
1	SUPPLY& INSTL OF 15KW SOLAR SY	11306-KANPUR RETAIL RO	Each	1		09AAACH1118B1ZA	Yes
DESCRIPTION => SUPPLY, INSTALLATION AND COMMISSIONING OF 15 KW OFF-GRID ROOFTOP SOLAR SYSTEM ALONG WITH 16X150 AH BATTERIES OF APPROVED MAKE, INCLUDES CHARGE CONTROLLER, BATTERY CHARGER.							

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SUPPLY AND INSTL OF SOLAR SYS

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	pls upload filled and signed documents named as particulars		-	Mandatory
2	pls upload pan declaration		-	Mandatory

**DOCUMENTS**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tender Header	Tender Header.pdf	-	No
2	Amended GTC for MSE preference	Amended GTC for MSE preference.pdf	-	No
3	GTC SUPPLY	GTC SUPPLY.pdf	-	No
4	PAN declaration1	PAN declaration1 .pdf	-	No
5	PARTICULAR DECLARATION1	PARTICULAR DECLARATION1.pdf	-	No
6	Tips Bid submission	Tips Bid submission.pdf	-	No

Tender No: -21000008-HB-11306

This tender is Floated for Supply, Installation and commissioning of 15KW off grid rooftop solar system along with 16x150 AH batteries at Adhoc Yash HP, under Kanpur retail region.

- 1. PO Validity:** One year from the date of PO
- 2. Payment Terms:** Within 15 Days from the submission of certified bills/Measurements along with BTS at Kanpur Retail Regional Office and Original Bill and BTS at CPC NCZ Lucknow whichever is later.
- 3. COMPLETION PERIOD:** Within 1 months from the date of placement of order/LOI. The order can be placed through Email/SMS/Whatsapp etc.
- 4. JOB DISTRIBUTION:** - Overall L-1 Vendor is required.
- 5. GTC Applicable**
- 6. Scope of Work:-** Job includes supply of 15KW offgrid solar system along with 16x150 AH batteries, transportation to the location, loading and unloading, installation at rooftop (Cost shall includes lifting to rooftop), interconnection, cabling including all accessories required for connection. Standard warranty of 10 years for solar charger and converter and 25 years for solar panels.

GENERAL INSTRUCTIONS TO TENDERERS: -

THIS IS ONLY A TENDER INQUIRY AND NOT AN ORDER.

THE TENDER SHOULD BE SUBMITTED ONLINE AT WEB SITE <<http://etender.hpcl.co.in>>

ONLY BY THE DUE DATE AND TIME, AS SPECIFIED IN THE TENDER. LATE/ DELAYED TENDERS SUBMITTED ON LINE AFTER THE DUE DATE AND TIME, FOR WHATSOEVER REASONS WILL NOT BE CONSIDERED. THE SERVER DATE & TIME AS APPEARING ON THE HPCL WEB SITE (<http://etender.hpcl.co.in>) SHALL ONLY BE CONSIDERED FOR THE CUTOFF DATE AND TIME FOR RECEIPT OF TENDERS. OFFERS SENT THROUGH POST, TELEGRAM, FAX, TELEX, E-MAIL, COURIER WILL NOT BE CONSIDERED. PARTIALLY COMPLETED / INCOMPLETE TENDERS SHALL NOT BE CONSIDERED. ALL COMMUNICATION REGARDING THE TENDER INCLUDING QUERIES, IF ANY, AND SUBMISSION OF OFFERS SHALL BE DONE ONLINE WITHIN THE e-PROCUREMENT SYSTEM AT WEB SITE<<http://etender.hpcl.co.in>>.

☐☐PARTIAL PAYMENT SHALL BE ALLOWED

☐☐FOR OTHER DETAILS PLEASE REFER GENERAL TERMS & CONDITIONS.

☐☐TIMELY COMPLETION & QUALITY OF WORK WILL BE ESSENCE OF THE CONTRACT. FEEDBACK ON QUALITY OF WORK WILL BE OBTAINED FROM RESPECTIVE SITE ENGINEER AND IN CASE OF PERFORMANCE BELOW ACCEPTABLE LEVELS NO FURTHER JOBS WILL BE GIVEN EVEN WITHIN THE PROPOSED CONTRACT.

☐☐PARTIES ARE ADVISED TO QUOTE CONSOLIDATED RATES ABOVE / BELOW OR AT PAR OF HPCL'S GIVEN RATES ON REALISTIC BASIS AS THE SCHEDULE OF RATES

SHALL BE VALID FOR SIX MONTHS FROM THE DATE OF FINALIZATION OF THE CONTRACT.NO DEVIATION / ESCALATION IN RATES SHALL BE PERMITTED FOR ENTIRE VALIDITY OF THE PURCHASE ORDER.

☒☒CONTRACTOR SHOULD ALSO BE REQUIRED TO CO-ORDINATE POLITELY WITH VARIOUS AGENCIES SUCH AS PWD, NHAI, MUNICIPAL AUTHORITIES ETC., IN ORDER TO ENSURE SMOOTH PROGRESS OF WORK.

☒☒QUOTED RATE SHALL BE APPLICABLE FOR ANY HEIGHT, DEPTH, LEVEL AND THICKNESS OF WALL ETC. UNLESS OTHERWISE SPECIFIED.

☒☒ALL IS CODES REFERRED TO SHALL BE OF LATEST EDITION ONLY.

☒☒ALL JOBS TO BE CARRIED OUT AS PER TECHNICAL SPECIFICATION ATTACHED TO TECHNICAL / COMMERCIAL BID.

☒☒COSTS TOWARDS TESTING OF MATERIALS FOR BRICKS, CEMENT, SAND, GRAVEL, STEEL, WATER, CONCRETE CUBES AND OTHER MATERIALS AS REQUIRED (AS PER BIS STANDARDS) SHALL BE BORNE BY THE CONTRACTOR.

☒☒DETAILED SCOPE AND SPECIFICATION OF THE JOB AS PER ATTACHMENT.

SECURITY DEPOSIT: - Nil

EMD: Nil

Preference to MSEs

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:
 - i. Issue of Tender Documents to MSEs free of cost.
 - ii. Exemption to MSEs from payment of EMD.
 - iii. Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25 % of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25 % portion shall be shared amongst them. Further, out of above 25 %, 4% shall be from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by Women Entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or Women entrepreneurs.
- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- c. MSE bidder shall submit the following:
 - i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - ii. If the MSE is owned by SC/ST Entrepreneurs or Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

- d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012 & subsequent amendment order 2018.

GENERAL TERMS & CONDITIONS OF WORKS SUPPLY

1 PRELIMINARY

1.1 This is a Contract forKanpur Retail Region.

1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.

1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.

1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.

1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

2. DEFINITIONS

a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:

b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.

c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.

d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.

e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.

f. "Inspectors": Inspectors deputed by Corporation.

g. 'Total Order Value' means:-

- i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
- ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. 'Total Order Value' shall be considered for the purpose of calculation of:
 - 1. Price reduction on account of delay
 - 2. Performance bank Guarantee Amount
 - 3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

3. REFERENCE FOR DOCUMENTATION

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

4. CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

5. SALES CONDITIONS

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

6. COMPLETE AGREEMENT

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

7. INSPECTION-CHECKING-TESTING

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

inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.

g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.

h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. OFFICIAL INSTITUTIONAL TESTING

a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.

b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

9. WEIGHTS AND MEASUREMENTS

a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.

b. Vendor's shipping documents and invoices must contain the following data:

i. Unit net weight

ii. Unit gross weight (packing included)

iii. Dimensions of packing.

10. DESPATCH INSTRUCTIONS

a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.

b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.

c. The goods shall be consigned in the name of consignee as applicable.

d. Corporation's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.

e. Corporation reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Corporation.

11. OILS & LUBRICANTS

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

12. SPARE PARTS

a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.

b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

13. PACKING AND MARKING

a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.

b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.

c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.

d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.

e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.

f. Each package shall be marked in bold letters on the external three surface of the package as follows:

i. From: Address of Supplier / Sub-supplier.

ii. For: Hindustan Petroleum Corporation Ltd. _____ (location)

iii. Item:

iv. Package No. : _____ of total packages

v. Dimensions: _____ (Dimensions of each package)

vi. Weight: _____ (Weight of each package)

vii. Special Instruction for storage, if any.

viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.

ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.

1. Mandatory Spares.

2. Commissioning Spares.

14. SHIPMENT AND SHIPMENT NOTICES

a. The Vendor shall make shipment only after prior approval by Inspectors whenever Specifically mentioned. In the event of the Vendor having been advised to hold Shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its Warehouse for at least 30 days without any compensation; or without prejudice to any Reduction in price already accrued on account of delay.

b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by Fax / courier / email.

c. The Vendor shall carefully note the destination of materials.

d. The demurrage or other expenses incurred owing to any negligence, delay, and default on The part of the Vendor will be to Vendor's account.

15. CONTROL REGULATIONS

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

16. TRANSIT RISK

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

17. RESPECT FOR DELIVERY DATES.

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

18. PRICE REDUCTION FOR DELAYED DELIVERY

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

NOTE :

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

19. DELAYS DUE TO FORCE MAJEURE

- a. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in- Charge/Site-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Once decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the job within such extended period of time.
- b. If Contractor is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then Contractor shall notify Owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

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

21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
 - i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
 - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.

- iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
- iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
- v. Equipment erected by the Vendor: On temporary acceptance at job site.
- vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

22. PRICE

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

23. TAXES & DUTIES:

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

24. CUSTOMS DUTY (CD) VARIATION

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

25. FOREIGN EXCHANGE (FE) VARIATION

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

26. TERMS OF PAYMENT

- a. The following payment terms shall be applicable:
 - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. At HPCL shall be paid within 7 days of receipt of bill.
 - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
 - i. Delivery Challan / Lorry Receipt.
 - ii. Manufacturer's Test Certificate
 - iii. Inspection/Clearance report
 - iv. Manufacturer's Guarantee Certificate
 - v. Performance Bank Guarantee for 10% Basic Order Value
 - vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond for all the

advance payments directly to vendor along with FOA/ PO, wherever applicable.

f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.

g. All bank guarantees shall be non revocable and from Scheduled / Nationalised Banks other than cooperative banks in India and as per HPCL's proforma.

h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

27. RECOVERY OF SUMS DUE

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

28. CHANGES

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

29. CANCELLATION / RISK PURCHASE CLAUSE:

a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:

i. The vendor fails to comply with the terms of this purchase order.

ii. The vendor fails to deliver the goods on time and / or replace the rejected goods Promptly.

iii. The Vendor becomes bankrupt or goes into liquidation.

iv. The vendor makes a general assignment for the benefit of creditors.

v. A receiver is appointed for any of the property owned by the vendor.

b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.

c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.

d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause "Delayed Delivery" as a fore said.

30. PATENTS AND ROYALTIES

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

31. PERFORMANCE GUARANTEE

a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if

required. Guarantee Certificate should be submitted along with despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.

b. Composite PBG for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

32. NON WAIVER

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

33. NON ASSIGNMENT

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

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

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

35. VENDOR'S DRAWINGS AND DATA REQUIREMENT

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

36. TECHNICAL INFORMATION

a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.

b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

37. SERVICES OF VENDOR'S PERSONNEL

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start-up of the equipment and train a few of the Corporation's

personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

38. VENDOR'S LIABILITY

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

39. CORPORATION'S MATERIAL

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

40. GUARANTEE FOR SPARE PARTS:

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

41. ARBITRATION

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

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

b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some Officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as Corporation or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the Corporation, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

c. In the event of the Arbitrator to whom the matter is referred to, does not accept the Appointment, or is unable or unwilling to act or resigns or vacates his office for any Reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

d. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

f. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

g. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

h. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be ` 40,000/- per case for transportation contracts and ` 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid ` 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.

i. Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

j. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Kanpur for all purposes. The Arbitration shall be held at Kanpur and conducted in English language.

k. The Appointing Authority is the Functional Director* of Hindustan Petroleum Corporation Limited.

l. Procurement Authorities may mention, if considered necessary, the proper designation such as Director-Refineries, etc.

42. JURISDICTION

The Vendor hereby agrees that the Courts situated in location given in tender header" shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

CLAUSE

a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.

b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/information:

- i. Name of the Bidder
- ii. Address of the Bidder
- iii. Validity of the Registration
- iv. Items for which the Bidder is registered
- v. Monetary Limit

and acknowledged copy of Entrepreneurs Memorandum Part II

c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.

d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.

e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs

a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:

- i. Issue of Tender Documents to MSEs free of cost.
- ii. Exemption to MSEs from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

c. MSE bidder shall submit the following:

i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

d. If the bidder does not provide the appropriate document or any evidence to substantiate

the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

43. VALIDITY OF OFFER:

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

44. INTEGRITY PACT:

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

45. ORDER OF PRECEDENCE

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

46. GENERAL:

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

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

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

i. <http://tin.tin.nsdl.com/pan/index.html/>

ii. <http://incometaxindia.gov.in/>

iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>

iv. <http://www.utitsl.co.in/>

c. GRIEVANCE REDRESSAL: There is a grievance redressal mechanism in HPCL for Vendors participating in the tender, the details of which are available on HPCL's website www.hindustanpetroleum.com.

d. PBG Format is attached with this GPC.

(SPECIMEN) BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR

(Non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,

(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of ` _____ (Rupees _____) amounting to 10% (ten percent) of the total contract value. We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between

attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of `_____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the 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 2 "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 anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, 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 so liable 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 `.....

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.*

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 _____ 20____. _____

Bank

(By its constituted attorney)

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

(To be submitted along with unpriced bid)

DECLARATION FOR PAN DETAILS

Manager – Retail Upgradation
Kanpur Retail RO,
Hindustan Petroleum Corporation
Limited, Kanpur

Date:

Dear Sir,

We, hereby declare/ clarify that “PAN is -----

----- Falling under Jurisdiction of ----- . It is
hereby

declared that the said PAN is correctly stated as per Sec. 139A (5)”

.

Yours truly,

(Bidder’s sign & stamp)

Name of Signatory: _____

Position in company: _____

Mobile Number(s):

(To be on your company's Letter Head)

(to be submitted along with unpriced bid)

DECLARATION NON BLACKLISTED / NON BANNED PARTY

Deputy General Manager
Kanpur Retail Region,
Hindustan Petroleum Corporation Limited,
Kanpur

Date:

Ref.: Tender No.:

Dear Sir,

We, _____, hereby declare/ clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: _____

Position in company: _____

Mobile Number(s): _____

Telephone Number (O): _____

Telephone Number (R): _____

(To be on your company's Letter Head)

Declaration – MSME

TO BE FILLED BY ALL BIDDERS		
1	NAME OF BIDDER	
2	WHETHER REGISTERED WITH MSME : YES/NO, IF YES PLEASE FILL THE FOLLOWING	YES/NO
2.1	WHETHER COPY OF MSME CERTIFICATE ENCLOSED/UPLOADED : YES/NO	
2.2	MSME REGISTRATION CERTIFICATE IS VALID UPTO	
2.3	MONETARY LIMIT OF MSME REGISTRATION CERTIFICATE	
3	WHETHER ITEM QUOTED IS COVERED IN MSME REGISTRATION CERTIFICATE IF YES. PLEASE MENTION THE ITEM NAME IN MSME CERTIFICATE UNDER WHICH TENDERED ITEM IS COVERED	
4	WHETHER YOU HAVE SUCCEEDED IN SECURING ORDERS FOR SAME ITEMS (ITEM QUOTED), IN COMPETITION (I.E. WITHOUT PRICE PREFERENCE) WITH LARGE SCALE UNITS DURING THE PRECEEDING 12 MONTHS FROM THE DATE OF THIS TENDER (SAY : YES OR NO)	
5	WHETHER FIRM IS OWNED BY SC/ST ENTERPRENEURS (SAY YES OR NO) IF YES, PLEASE UPLOAD SC/ST CERTIFICATE	

SEAL, SIGNATURE & NAME OF THE TENDERER

Note to Bidder:

1. It is mandatory for all the bidders to provide above data, in case bidder is non MSME, please mention "N.A".
2. If no information given by bidder, it will be presumed that you are non MSME and later on any MSME preferences will not be entertained.

(To be on your company's Letter Head)

DECLARATION OF UNDERSTANDING OF TENDER TERMS

I/ we confirm having read & understood the details, specifications, bill of quantities, instructions to the tenderers, applicable tax and conditions of contract annexed there to (herein after called the contract documents) relating to above proposed work.

I/We confirm that our offer has been prepared after thorough study of General Terms and Conditions, Tender terms & conditions etc., and I/We hereby accord our unqualified consent and agreement to the said Conditions.

I / We confirm that the offers have been provided for all the items/categories of service/job requirement.

Name and Signature of the Tenderer

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

As you are aware, HPCL has rolled out an improved e-Procurement portal for floating of tenders and receiving bids. The new application is simpler and more users friendly compared to the previous system. Further it is designed to ensure security and confidentiality of your bids till the tender opening and provide transparency after bid opening. **However, it has been observed in few instances that vendors tend to submit their bid only in the last hour even when they are submitting bid on this platform for the first time and for some reasons are not able to submit their bids within due time.** The following document is prepared based on such vendor experiences, so that you can avoid such pitfalls and successfully submit bid in the new system:

1. Please note that in the current system you are NOT required to download the tender, take a print of the same followed by physically signing on all pages of the tender. You are also not required to scan the signed tender document and upload the same. **Simply generate the technical bid pdf / priced bid pdf, digitally sign, encrypt and upload same for bid submission.**
2. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical bid and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (i.e., upload necessary pdf documents like vendor declaration form and answer the questions). You also have to enter the rates for various items followed by taxes and **preferably save the work in your local machine (Tab-“Work without attaching doc”). Please note that during this process we are not capturing any data entered by you in the server.**
3. You get to **save work** only if you work in the tab **“Work without attaching docs”** and you **only generate the bid documents** in tab **“Attach doc and generate envelope”**. You will **not** be able to generate the bid from tab **“Work w/o attaching doc”**. **Only after you submit the digitally signed document, the same is stored in the server in encrypted format.** The main points are:
 - a. You can go to the forms any number of times and generate any number of Technical bid pdf and priced bid pdf before you finally submit the same – (however system will allow only for uploading the latest generated document).
 - b. You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.
 - c. If you have already submitted a bid and you do not want to submit a modified bid, you also have the option to withdraw the submitted bid. You may select tender from home screen and go to **“Prepare tender”>>“Regret”** for same.
4. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen that the session times out before the entire upload is completed (**The current session out time is 30 minutes**). The main points are:
 - a. Please keep the size of the bid document within **40-45 MB (max)**. To keep the size of the bid document low, you must scan all the documents in low resolution, preferably **150-200 dpi** wherein the data should be legible. Further please scan in grayscale and not color to reduce file size. For large drawings, please scan the same in jpeg format and later covert same to pdf to reduce size of pdf document.
 - b. Whenever there is a requirement to upload supporting documents like old PO

copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page(where name of client is given) and last page of the PO(where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.

c. Pl ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.

5. In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. **Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.**

6. And finally, if you have any issue during the bid preparation process, pl get in touch with e-procurement helpdesk at **022-42100111** and seek help. However, you must seek help at least two to three days (min) in advance so that if there is really any issue, we have time to remedy the same. You will realize that, helpdesk can do very little if you are calling up helpdesk on the last day/last hour.

Supplementary section on saving work

As with any application, the e-procurement application also has multiple options to generate the bid documents based on requirement of vendors. The two **broad classification** to generate bid document, be it “Pre-qualification bid” or “Technical/Priced bid” are as follows:

1. **Low value tender having 20-50 items and limited uploads/questions-** Most of the tenders floated by locations are of this nature. Since the No of items where rate is to be entered is very limited and there are not too many questions, vendors can directly click on “Prepare tender”>> “Generate Technical/Priced bid” >> “Attach document and generate envelope”, enter the item rates, upload documents etc and directly click on “Generate technical bid”, followed by “Generate Priced bid”. However, there is no option to save the work. So if the vendor wishes to resubmit the bid with modified rates, they have to enter rates for all items again and similarly enter all other responses again. **While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.**

2. **Moderate to high value tender having more than 50 items and other uploads** – Though the number of such tenders is lesser, these are more crucial in nature for obvious reasons. For such tenders, the first method of generating bid can be very risky as there is no option to save interim work. Further, the **session out time** for application is **30 minutes**, which means if you do not click on “generate bid” button within 30 minutes of landing in the page the work can get lost. The correct method is as follows:

a. **Click on “Prepare tender” >> “Generate Technical/Priced bid” >> “Work without attaching document”.** Here you must enter the rates, enter responses to question etc, except for uploading the documents. Once you have made adequate entries and **nearing 20 minutes**, please click on the tab **“Save work on local computer”**, show the path as “Desktop” or “My document” etc and save your work”. An xml file containing your data will get saved in your computer.

b. Now click on “Upload values from local computer” and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. You can do this as many times required. **The main advantage is that your work is always saved and available for use.**

c. Once you are through with all the rates and responses, you may click on the tab “Generate Technical and Priced bid envelope”>> “Attach doc

and generate envelope". Now click on the tab at the bottom of screen **"Update value from local computer"**. You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.

d. Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on **"Generate technical bid envelope"** followed by **"Generate Priced bid envelope"**. You will get an option to save document, which can be saved in "desktop" or My documents".

e. Please note that in case you want to modify some value in your bid document simply click on "Update value from local computer" and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again "Generate technical bid envelope" followed by "Generate Priced bid envelope".

f. Please remember to upload only the latest generated xml file.

3. The final step requires you to check the pdf document for correctness. If found Ok, it is required to be digitally signed. **The digitally signed document is then required to be encrypted by using the "Bid encryption utility"**, hosted in "utility" tab. This encrypted document shall be submitted by you.

4. Please ensure that you are uploading only the **latest generated** "Technical bid envelope" and "Priced bid envelope", after **digitally signing and encrypting** the same.

5. It is recommended that you use the **"Signing cum encryption utility"** for signing and encrypting the document in one step. Alternately you may install and use **"Jsignpdf"**, which is license free signing utility only for signing.

6. It is also recommended that you check the hash of the document and match it with the hash value given on the screen prior to uploading of bid document.

Please refer "Manual for checking hash before and after signing".