

- 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](http://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](http://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, 6<sup>th</sup> 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":
- 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.
  - 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.
  - 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 years 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:
- 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 net worth 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 net-worth 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
Net-worth	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 (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). 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.

**Beneficiary : Hindustan Petroleum Corporation Ltd.**

Name : STATE BANK OF INDIA

Address : CAG BRANCH, J.N. Heredia Marg, Neville house,  
Mumbai- 400001

MICR No. : 400002133

Cash Credit A/c no : 00000011083987156

IFSC code : SBIN0009995

HPCL Income Tax PAN Number: AAACH1118B

**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 an 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 an 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 [dchatteree@hpcl.in](mailto:dchatteree@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 [dchatteree@hpcl.in](mailto:dchatteree@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 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 an 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 be 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 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.

Bidder's Net worth as per their latest audited annual financial statements (as per tender BQC), shall be positive. Bidders with negative net worth will not be considered barring PSUs approved by HPCL.

Bids not complying to tender terms pertaining to above Sr. No. I to III and XX shall be rejected out rightly Whereas for SL. No. IV to XIX, 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.

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 commercial conditions.

## **28.0 CLARIFICATION OF BIDS**

- 28.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, HPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. HPCL's request for clarification and the response shall be in writing.
- 28.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by HPCL in writing. The Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.
- 28.3 Any clarification submitted by a bidder that is not in response to a request by HPCL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 28.4 If a bidder does not provide clarifications of its bid by the date and time set in HPCL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

## **29.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- 29.1 Prior to price opening of bids, HPCL will determine whether each bid is accompanied with required Bid Security, Integrity pact, as applicable;
- (i) *Fulfills the technical, financial, experience and other requirements as specified in the Bidding Document;*
  - (ii) *Bid's responsiveness, in accordance with Clause 27.0 of ITB;*
  - (iii) *Any other relevant factor, if any that HPCL deems necessary or prudent to be taken into consideration.*
- 29.2 Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part II no. 357 dated 09.05.2017", notified the "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (If applicable):
- i) Under the policy, sourcing of the Iron & Steel Products (covered under column 'a' of Appendix-A of the policy) for the execution of work shall be subject to minimum value addition as stipulated in the Appendix. Value addition shall be determined by formula specified in clause 7.2 of the policy.
  - ii) In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
    - a. Forfeiture of EMD/CPBG depending upon the stage of detection.
    - b. Banning of business dealings in line with policy.
  - iii) In case of any complaint or doubt regarding the domestic value addition furnished by a bidder in his bid, HPCL shall reserve the right to verify the domestic value addition. The bidder shall provide unhindered access to his relevant records in this regard, to the authorized representatives of HPCL.
- 29.3 HPCL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.

## **30.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES**

- 30.1 Preference, if applicable to MSEs.
- 30.2 void

## **31.0 OPENING OF PRICE BID**

- 31.1 Priced Bid (Part-II) 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 and time of price bid opening/reverse auction. In tenders involving multiple schedules/parts, order of precedence/sequence for price bid opening/reverse auction, wherever defined in tender document, shall be followed.

### 32.0 CORRECTION OF ARITHMETICAL ERRORS

32.1 HPCL shall correct arithmetical errors on the following basis in case of manual tenders:

- (i) The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. If some discrepancies are found between the rate / amount given in figures/words, the total amount shall be corrected as per the following procedure, which shall be binding upon the bidder:
  - a) When the rate quoted by bidder "in figures" and "words" tallies but the total amount is incorrect, the rate quoted by the bidder shall be taken as correct and the total amount shall be reworked.
  - b) When there is difference between the rate "in figures" and in "words", the rate that corresponds to the total amount, shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted and total amount shall be reworked.
- (ii) Where bids are invited on + or – percentage over the estimated contract price and there is a discrepancy in total amount quoted in summary of prices and the amount arrived at after calculating the percentage increase/ decrease quoted by the bidder over estimate, then the total amount shall be corrected based on the estimated contract amount and the quoted percentage.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 32.1 of ITB, shall result in the rejection of the Bid and Bid Security shall be forfeited.

### 33.0 CONVERSION TO SINGLE CURRENCY

33.1 Wherever BDS permits bidder to quote prices in more than one currency, for evaluation and comparison purposes, the currency (ies) of the Bid shall be converted into a single currency, and that will be Indian Rupees only at the Bill selling exchange rate published by the State Bank of India, on the date of un-priced bid opening. In case, exchange rate is not available in State Bank of India, alternative sources viz. Economics Times shall be considered for all the currencies.

### 34.0 EVALUATION PRICE BIDS

34.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly digitally signed and whether the bids are generally in order.

34.2 The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such Bidder(s) shall be rejected at the sole discretion of Owner.

34.3 **Qualification of Bidder:** The experience details and financial, technical & production capabilities of the Bidder(s) shall be examined to determine whether the Bidder(s) meet the Qualification Criteria mentioned in the INVITATION FOR BIDS (IFB). Bids that do not meet the qualification criteria mentioned in IFB shall be rejected.

Bidder may quote for one or more Schedules, but his offer shall be considered in accordance with Bidder Qualification Criteria.

34.4 Price bid evaluation of techno-commercially qualified bidders (as detailed under notes for clause No 3.1 and 3.2 of Bid qualification criteria) shall be carried out schedule-wise/ complete scope of work basis.

34.5 After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes/Changes on taxes quoted, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by Owner in writing. In case a bidder submits the bid without confirmation/compliance/acceptance to corrigendum's (issued before bid submission due date/extended due date), bidder shall not be allowed to change the bid price/rates on account of compliance /acceptance/confirmation to such corrigendum.

34.6 To assist in the examination, evaluation and comparison of unpriced bids, the Owner may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be in writing and shall be binding on the bidder.



- 34.7 Bidder(s) to note that Price changes against Technical/Commercial clarification, if any, in line with terms & conditions of enquiry documents are not allowed. In case, any bidder gives revised prices/price implications against such clarification, it would amount to unsolicited post bid modification by the bidder and action shall be taken by the owner as per clause "MODIFICATION AND WITHDRAWAL OF BIDS" mentioned above. However, the Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.
- 34.8 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. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- A bid determined as substantially non-responsive will be rejected by the Owner and shall not subsequently be allowed by the Owner to be made responsive by the Bidder by correction of the non-conformity.
- 34.9 Bidders are requested to accept tender terms/conditions in totality and should avoid deviations.
- 34.10 In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Deviations mentioned elsewhere shall not be considered by Owner.
- 34.11 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.
- 34.12 No set off (including set off on account of taxes/duties) shall be considered in evaluation for deciding L1 bidder.
- 34.13 In case any deviation sought by bidder is accepted by Owner, Owner reserves the right to suitably load the bidder for evaluation purpose only.
- 34.14 Evaluation shall be carried out based on price quoted by bidder including stated taxes & duties as on date of opening of unpriced bid/ taxes considered for evaluation and payment as per ITB clause 34.16 mentioned below. For import content also, if any, no exchange rate variation / Customs duty variation shall be considered during evaluation.
- 34.15 ***Bidder must quote the entire cell against each quoted line item. If no prices (free of cost) are envisaged for any of the entries, '0' shall be mentioned. In this context "0" mentioned against any item shall construe that the Bidder shall not charge any amount separately for that item from the Owner and shall execute the job as per the scope, terms and conditions of the tender.***
- 34.16 Evaluation will be done on delivered cost basis inclusive of all taxes as under:

**Registered Bidders (under GST):** The tax liability will be borne by the bidder and the same shall be considered for the purpose of evaluating the bid.

**Unregistered Bidders (under GST):** The tax liability will be borne by HPCL wherever reverse charge is applicable and the same shall be loaded for evaluating the bid. In case of supplies are not under reverse charge, no loading will be done as no tax is paid by HPCL.

**Bidders under composition scheme under GST:** the rate is considered to be inclusive of all taxes including GST, no separate tax shall be billed to HPCL, and the bid shall be accordingly evaluated.

For this purpose, Bidder should give status whether Registered, Unregistered or Composition Scheme.

In case of different rates of GST quoted by the Bidders, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the Bidder.

For imported items (if applicable), all relevant costs/taxes (as mentioned elsewhere in the tender documents) will be included for the purpose of evaluation.

#### **PAYMENT OF TAXES AND EVALUATION OF BIDS**

In case of different rates of GST quoted by the bidders, payment of taxes and evaluation of bids shall be done as follows.

**For registered bidders:**

**Scenario where bidder has quoted GST rate less than the applicable correct GST rate:** The evaluation shall be done as per the taxes quoted by bidder however in case bidder becomes successful, order shall be placed with applicable correct GST rate for payment, keeping total delivered offer value (as quoted by bidder) unchanged.

**Scenario where bidder has quoted GST rate more than the correct applicable GST rate:** The GST rate as quoted by bidder shall be corrected to applicable correct GST rate with negative loading before priced bid opening. Evaluation shall be done with applicable correct GST rate. Further in case bidder becomes successful, order shall be placed with applicable correct GST for payment.

**For Unregistered bidders under GST:**

**Supply where Reverse charge needs to be paid**

GST liability will be borne and paid by HPCL for unregistered bidders. Hence, the bid of unregistered bidders shall be loaded with applicable GST for evaluation purpose only. The bidder shall not quote for GST in online tax sheet and is required to quote only basic rates in the price bid. Even if such bidders quote any GST rate in online Tax sheet, the same shall not be consider for evaluation and payment purpose. Applicable GST shall be paid directly to statutory authorities by HPCL.

**Supply where Reverse charge need not be paid**

As no GST needs to be paid, the evaluation will be based on the basic cost as quoted by the vendor. The bidder shall not quote for GST in online tax sheet and is required to quote only basic rates in the price bid. Even if such bidders quote any GST rate in online Tax sheet, the same shall not be consider for evaluation and payment purpose.

**For Services under reverse charge mechanism:**

GST liability will be borne and paid by HPCL for proprietors/firms (other than companies) irrespective of bidder's status (registered/unregistered) for services, which are under reverse charge mechanism. Hence, the bid of such bidders (proprietors/firms) shall be loaded with applicable GST for evaluation purpose only. Such bidders (proprietors/firms) shall not quote for GST in online tax sheet and are required to quote only basic rates in the priced bid. Even if such bidders (proprietors/firms) quote any GST percent in Online Tax sheet, the same shall not be considered for evaluation and payment purpose. Applicable GST shall be paid directly to statutory authorities by HPCL in case of any benefits arising due to change in tax mechanism i.e tax payment changed from reverse charge to forward charge or vise-versa benefits arising to the vendor due to ITC should be passed on to HPCL.

**34.17 *GOODS AND SERVICE TAX - GST:***

Bidder to quote items / services in line to the prevailing GST rates as per Government of India various notifications, as applicable.

- 34.18** Non acceptance of commercial terms and conditions may result in rejection of bidder offer, or suitable commercial loading e.g. for non-acceptance of Liquidated Damages / Price Reduction Clause, loading @ as defined for LD/ PRS shall be imposed. Deviations on payment terms shall be loaded with interest rate of SBI's Prime lending rate (PLR) + 1% prevailing on tender submission due date/extended due date (whichever is later).

- 34.19** Commercial Loading for deviations to Payment Terms: -

Any differential payment terms offered by a supplier as against the terms specified in the Tender document shall be loaded at SBI's PLR +1 % per annum for the differential time period.

Advance along with LOA/ PO, Payment through bank and L/C to bidders will not be allowed unless specifically permitted in the Tender Document. If a supplier insists for same, his offer shall be rejected.

Any deviation to milestone payment of supply to be paid against completion of site work is not acceptable. In case supplier insists, the offer shall be rejected.

**35.0 HPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

- 35.1 HPCL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders.

## **F AWARD OF CONTRACT**

### **36.0 AWARD CRITERIA**

**The entire work as per the scope of job covered under this Order shall be awarded on (Schedule-wise Lowest-L1 / Complete scope of work basis) on the single point responsibility basis.**

- 36.1 Subject to Clause 35.1 of ITB, the HPCL shall award the Contract to the bidder who has been determined to be the lowest evaluated bid. However, if in the opinion of HPCL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, HPCL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by HPCL, Bidder shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

In tenders involving multiple schedules/parts, wherever order of precedence/sequence for price bid opening/reverse auction is defined in tender document, shall be applicable in case of Bidders who qualify for lesser number of parts than quoted number of parts.

- 36.2 In case Indian arm of foreign Company happens to be successful bidder, then the P.O. shall be placed in the name of Indian Arm of Foreign Company and payment shall be made in INR to Indian arm of foreign Company.

**Purchase Preference Linked with Local Content (PP-LC):** Ministry of Petroleum & Natural Gas vide No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 has issued a Policy to provide Purchase Preference linked with local content (partially modified through MoPNG circular FP-20013/2/2017-FP-PNG dtd 31/12/2018 attached with this tender along with PPLC policy). This policy to provide Purchase Preference linked with local content, i.e., PP-LC, in public sector undertakings under Ministry of Petroleum & Natural Gas shall be applicable for this tender.

Bidder to note that benefits, as applicable under PP-LC policy shall be given only if bidder is complying with PP-LC policy and submit the desired documents irrespective of whether bidder is Indian bidder or Foreign bidder.

Details of policy with modifications along with methodology of evaluation are attached as annexure to this ITB.

### **36.3 Workability Clause**

Where the lowest bid is very low compared to the cost estimate and other higher bids, the Owner shall review the lowest offered bid for workability of rates and shall ascertain whether Bidder has properly quoted with reference to the scope. In such cases, Owner may require the lowest Bidder to produce detailed price analysis for any or all items to demonstrate the internal consistency of these prices. After evaluation of the price analysis, Owner may require that the amount of the performance security is increased to a level sufficient to protect the Owner against financial loss in the event of default of the successful Bidder under the order and same shall be provided by the bidder.

Where based on workability assessment by authority (Owner), the vendor's bid is found non-workable, the same will be rejected and EMD, if any, forfeited.

- 36.4 In case of a bid by incorporated JV and such JV happens to be a successful bidder, the purchase order shall be placed in the name of incorporated JV and payment shall be made in the name of incorporated JV.
- 36.5 In case of a bid submitted by unincorporated JV/consortium and such unincorporated JV happens to be successful bidder, the purchase order shall be placed in the name of unincorporated JV and the payment shall be released in the name of unincorporated JV.

### **37.0 NOTIFICATION OF AWARD**

37.1 Prior to the expiration of the period of bid validity, the HPCL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the General Terms & Conditions of Work Contract called the "**Letter of Intent (LOI)/ Letter of Acceptance (LOA)**") specify the sum that the HPCL will pay the Contractor in consideration of the execution and completion of the Works.

37.2 Until a formal Purchase Order is placed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the HPCL shall constitute a binding contract between the successful bidder and the HPCL.

### **38.0 VOID**

38.1 Void

### **39.0 PERFORMANCE SECURITY**

39.1 Within fifteen (15) days of the receipt of notification of award from HPCL, the successful bidder shall comply with the requirement of Security Deposit/**Contract Performance Bank Guarantee as per General Terms & Conditions of Work Contracts.**

39.2 Failure of the successful bidder to submit the above-mentioned Security Deposit/**Contract Performance Bank Guarantee** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security at the sole discretion of HPCL.

# BID DATA SHEET

SR. NO.	ITB CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document <b>Tender No. 21000025-HB-11094</b>
2.	ITB 1.1	Name of Works is : <b>Solar Power System @ SV-26</b> as per the Scope of job, special terms and conditions etc. as enclosed with the tender enquiry.
3.	ITB 3.1& 3.3	Enquiry Basis is: Domestic Competitive Bidding
4.	ITB 5.2	Last date for submission of pre-bid queries has been notified in HPCL,'s e-tender portal. The pre-bid meeting is not applicable for this tender.
5.	ITB 5.2	Address for communication for any query / clarification/ communication is : Online through HPCL's e-Proc System.
6.	ITB 10, 21.1 & 21.2	The last Date and time of submission of Bids has been notified in HPCL,'s e-tender portal.
7.	ITB 3.2, 10.1 d) & 18.9	For acceptability of Consortium / unincorporated Joint Venture (JV) Bids : Refer Notice Inviting Tender.
8.	ITB 10.1 (k)	The Bidder shall submit with his bid the following additional documents: <b>As per the tender terms &amp; conditions</b>
9.	ITB 14.1 & ITB 33.0	The currency of Bid is Indian Rupees only.
10.	ITB 17.0	Bid shall remain valid for a minimum period of 90 days from due date of submission of Bid.
11.	ITB 20.4, 21.1	URL for e-tendering portal is <a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a>
12.	ITB 18.1	As per detailed notice inviting tender.
13.	ITB 30.0	This tender being a works contract, Purchase Preference as admissible under the prevailing procurement policy for MSEs is not applicable to this tender.
14.	ITB 30.0	The subject tendered is non-splittable / non-divisible.

15.	ITB 34.1	<p>The evaluation and comparison of bids shall be carried out as per clause 29 of ITB.</p> <p>I. Evaluation shall be carried out based on Overall Lowest (L1) on delivered cost basis including stated taxes (quoted in online tax sheet) as on date of opening of unpriced bid. For import content also, if any, no exchange rate variation / Customs duty variation shall be considered during evaluation.</p> <p>Wherever HPCL is liable to pay GST under reverse charge mechanism, the same shall be assessed and loaded for the purpose of evaluation.</p> <p>II. No set off (including set off on account of taxes/duties) shall be considered in evaluation.</p> <p>III. In case any deviation sought by bidder is accepted by Owner, Owner reserves the right to suitably load the bidder for evaluation purpose only.</p> <p>IV. Internet Based Reverse Auctioning through our HPCL's portal may be adopted. In that case bidders shall be intimated regarding conducting or not conducting reverse auction before priced bid opening</p>
		<p>I. Optional items, if any, shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.</p> <p>II. Conditional discount, if offered, shall not be considered for evaluation.</p> <p>III. Any uncalled for lump-sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.</p>



**Purchase Preference (linked with Local Content) applicable for SUPPLY TENDERS**

"MoPNG, vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 (*modification done thru MOPNG circular FP-20013/2/2017-FP-PNG dtd 31/12/2018, policy copy along with modification circular is enclosed as Annexure - I*) has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

Project owner reserves the right to allow Manufacturers or suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/ conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in Table – 2 of attached policy (this Project being downstream project). The Policy shall be implemented in the following manner:

**A. Submission of Local Content:**

a) Bidders in their un-priced bid shall be required to submit the following:

- I. The bidder shall submit an undertaking (Appendix 1A) from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*
- II. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.*
- III. However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable. '*

In case the local content is not furnished in line with above requirements, such bidders shall not be considered eligible for purchase preference (linked with local content) while evaluating the bids.

***The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.***

***However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up documents before award of work failing which the bid shall be rejected.*** (i) Declaration w.r.t. Local Content as well as break up of Local Content shall be submitted in line with tender evaluation criteria i.e. in case overall lowest basis, declaration/Local content for whole tender and incase of schedule wise/item wise / part wise evaluation the documents are to be submitted schedule wise / item wise respectively.

B. **MSE Bidders:** The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP2012) for MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

- The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e., PP-LC 2017 or PPP-2012 and therefore, bidder in his un-priced bid will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer shall be evaluated considering PPP-2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).

- In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

C. **Evaluation methodology of bids (governed by tender evaluation criteria i.e. overall lowest/ schedule wise lowest/ item wise lowest):**

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the Lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- f) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items.
- g) Evaluation when MSE bidder is also involved-
  - g.1) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
    - MSE bidder (PPP-2012) (i.e., MSE bidder opted preference under PPP-2012 or not specified any preference)
    - PP-LC complied bidder (PP-LC)
  - g.2) In case lowest bidder is a MSE bidder (MSE bidder opted preference under PPP-2012 or not specified any preference), the work (in line with tender evaluation criteria) shall

be awarded to him without resorting to purchase preference to bidders complying with Local Content.

- g.3) In case lowest bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder (MSE bidder opted preference under PPP-2012 or not specified any preference) as per provisions specified in the enquiry document w.r.t. PPP2012 only.

**Examples of Purchase Preference:**

**Non divisible item**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

**Divisible item**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC). Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

*Note: The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.*

**D. Failure of bidder in complying with the local content post award:**

This shall be governed by the attached policy (PP-LC). Bidders to note that the financial penalty as per clause 9.4.1 of the policy shall be 10% of total contract value (exclusive of taxes and duties).

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

***Balance provisions & other modalities shall be applicable as per the attached policy dated 25/04/2017 (PP-LC).***

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC  
(IN CASE SEEKING BENEFIT OF PP-LC)**

To,

M/s Hindustan Petroleum Corporation Ltd,

\_\_\_\_\_   
Mumbai

**Subject** :  
**Tender No.** :

Dear Sir

We, M/s \_\_\_\_\_ (***Name of Bidder***) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of ..... % (bidder to specify %age) as per policy requirement. The item wise/schedule wise/group wise for the items/groups/schedules/parts as per below table:

Sr No.	Item no./Group no./Schedule no. / Part no.	Status of meeting minimum local content (Yes / No)

***The detailed break up is enclosed.***

We further confirm that in case we fail to meet the minimum local content, HPCL will take action as per provision of tender document.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal: