



# एचपीसीएल बाँयोफ्यूल्स लिमिटेड

(हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के पूर्ण स्वामित्व वाली सहायक कम्पनी)

## HPCL BIOFUELS LIMITED

(A wholly owned subsidiary company of Hindustan Petroleum Corporation Ltd.)

पंजीकृत कार्यालय : प्रथम मंजिल, श्री सदन, प्लॉट न. 09, पाटलीपुत्र कॉलोनी, पटना-800013, बिहार

Regd. Office :1st Floor, Shree Sadan, Plot No.09, Patliputra Colony, Patna-800013, Bihar

दुरभाष / Telephone : 0612 - 2260185 / 2270483, Website : www.hpclbiofuels.co.in, CIN - U24290BR2009GOI014927

### TENDER ENQUIRY (UN-PRICED BID)

(This is only a Price Enquiry not a Purchase/Sale Order)

From: (Name & Address to be written below by the tenderer)

OFFICE COPY

TENDER NO.: HBL/TEN/23-24/283

TENDER DATE: 20.12.2023

Direct Queries Related Sugauli to:

Shri V.K.DIXIT (GM-Sugauli)

Telephone No: +91- 8057720853

Direct Queries related Lauriya to :

Shri AJAY KUMAR (GM-Lauriya)

Telephone No: +91- 8825166384

Attention: \_\_\_\_\_.

**TITLE: SALE OF LOOSE BAGASSE ON EX-MILL BASIS FROM HBL PLANT'S AT SUGAULI, EAST CHAMPARAN & LAURIYA, WEST CHAMPARAN BIHAR.**

HPCL Biofuels Limited (hereafter called HBL) whose registered office is situated at 1<sup>st</sup> Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013 is a wholly owned subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HBL) invites competitive bids for **Sale of fresh loose bagasse** from their Integrated Sugar Plant, Sugauli and Lauriya on ex-mill basis as described in attached tender documents.

Tender to be received on or before **02/01/2024** by 1430 Hrs at the address mentioned below.

HPCL Biofuels Limited.

1<sup>st</sup> Floor, Shree Sadan,

Plot No. 09, Patliputra Colony,

Patna - 800013, Bihar

Tender received after due date and time due to whatever reasons will be rejected.

1. For any grievance related issue, queries to be sent to CEO of HPCL Biofuels Limited (HBL) at above address.
2. All unit rates in Indian Rupees

Please quote your most competitive rate for Supply of Loose Bagasse on FOR/Door Delivery Basis to HBL Plant at Sugauli & Lauriya as per Part A and Part B as below:

**PART - A - Sugauli Plant:**

**Add: - HPCL Biofuels Ltd - Sugauli, Village - Sugauli, Near Sugauli Railway Station, Dist. - East Champaran, Bihar - 845 456.**

**Total Quantity of bagasse for sale at Sugauli is 3,000 MT.**

**The Priced bid format is indicated below: (PRICE NOT TO BE QUOTED BELOW)**

Item No.	Description	Unit	QTY	Unit Rate (Rs/unit) in figures and in words **	Total (Rs per MT) in figures and in words **
1A	Sale on Ex-Mill basis Loose bagasse of moisture content maximum 50% (+/- 3%) (in loose condition) from HBL Plant Sugauli .	MT	3000	<del>In Figures: Rs. XXXX Per MT In Words: Rs. XXXXXXXX per MT Only</del>	<del>In Figures: Rs. XXXXXXXX In Words: Rs. XXXXXXXX Only</del>
A	SUB TOTAL (BASIC, PART - A)				XXXXXXXXXX
<b>TAXES/DUTIES/LEVIES ( EXTRA IF ANY) TO BE QUOTED BELOW)</b>					
B	GST @ _____ %				Please Specify in %
C	GRAND TOTAL (A + B + C)				XXXXXXXXXX

**PART A SHALL BE EVALUTED SEPERATELY FOR ACESSING THE H1/SUCCESSFUL BIDDER ON OVERALL BASIS OF ITEMS OF PART A.**

**Note: Vendor to quote rate inclusive of lifting, transportation, loading and unloading if any on Ex-mill basis at Sugauli Plant etc. complete.**

**IN CASE OF TIE IN QUOTES BETWEEN HIGHEST BIDDERS FOR A PARTICULAR PART, ORDER SHALL BE SPLITTED/DIVIDED EQUALLY OF THE ESTIMATED QUANTITY OF BAGASSE.**

**PART – B- Lauriya Plant:**

Add: HPCL Biofuels Ltd-Lauriya, Village -Lauriya, Lauriya - Bagaha Highway, Dist. -West Champaran, Bihar - 845 453.

Total Quantity of bagasse for sale at Lauriya is 1,000 MT.

The Priced bid format is indicated below (PRICE NOT TO BE QUOTED BELOW)

Item No.	Description	Unit	QTY	Unit Rate (Rs/unit) in figures and in words **	Total (Rs per MT) in figures and in words **
1B	Sale on Ex-Mill basis Loose bagasse of moisture content maximum 50% (+/- 3%) (in loose condition) from HBL Plant Lauriya.	Per MT	1000	<del>In Figures: Rs. XXXX Per MT In Words: Rs. XXXXXXXX per MT Only</del>	<del>In Figures: Rs. XXXXXXXX In Words: Rs. XXXXXXXX Only</del>
A	SUB TOTAL (BASIC, PART - B)				XXXXXXXXXX
<b>TAXES/DUTIES/LEVIES ( EXTRA IF ANY) TO BE QUOTED BELOW</b>					
B	GST @ _____ %				Please Specify in %
C	GRAND TOTAL (A + B + C)				XXXXXXXXXX

**PART B SHALL BE EVALUTED SEPERATELY FOR ACESING THE H1/SUCCESSFUL BIDDER ON OVERALL BASIS OF ITEMS OF PART B.**

Note: Vendor to quote rate inclusive of lifting, transportation, loading and unloading if any on Ex-mill basis at Sugauli Plant etc. complete.

IN CASE OF TIE IN QUOTES BETWEEN HIGHEST BIDDERS FOR A PARTICULAR PART, ORDER SHALL BE SPLITTED/DIVIDED EQUALLY OF THE ESTIMATED QUANTITY OF BAGASSE.

NOTE: The evaluation shall be done part wise. Part A shall be evaluated separately and independently and part B shall be evaluated separately and independently for assessing the H1/successful bidder of respective parts.

Bidders are advised to ensure that the Price Bid is quoted in the given format. Quoted price shall include Basic cost, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any.

Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.

**Contact Details**

Shri V.K.DIXIT (GM-Sugauli)  
Email: [vkdikshit@hpclbiofuels.co.in](mailto:vkdikshit@hpclbiofuels.co.in)  
Mob. No: +91- 8057720853

Shri Ajay Kumar ( GM-Lauriya )  
E-mail : [ajaykumar@hpclbiofuels.co.in](mailto:ajaykumar@hpclbiofuels.co.in)  
Mob No. : 8825166384

Shabbir Azam ( Head-Procurement)  
E-mail – [shabbirazam@hpcl.in](mailto:shabbirazam@hpcl.in)  
Ph. No. : 0612-2270483

**PLEASE NOTE:**

- ❖ **PLEASE READ THE ENCLOSED TERMS AND CONDITION CAREFULLY BEFORE QUOTING YOUR RATE.**
- ❖ **Earnest Money Deposits:** - EMD of Rs. 90,000/- (Ninety Thousand) for Part - A of the tender and Rs. 30,000/- (Thirty Thousand) for Part - B in form of account payee crossed Demand Draft, drawn in favor of HPCL Biofuels Ltd. Payable at Patna of any schedule bank. Vendor quoting for both parts has to submit Rs. 1,20,000/- (One Lakh Twenty Thousand). Tender without the valid EMD, will not be considered for evaluation. The earnest money deposit will be refunded after finalization of the contract. SSI/NSIC/MSME/UDYAM registered vendor shall be exempted from EMD. However, vendor has to submit/enclosed the supporting documents.

**MSME UDYAM REGISTRATION:**

- As per GOI Gazette notification vide no. CG-DL-E-26062020-220191 dt. 26.06.2020 all the existing Registered MSE under EM-Part-II or UAM have to register again on Udyam Registration portal on or after the 1st day of July 2020.
- ALL MSME VENDORS ARE REQUIRED TO REGISTER WITH UDYAM REGISTRATION IN ORDER TO GET MSME BENEFITS.
- ❖ **SECURITY DEPOSIT:** The successful Bidder should deposit Interest Free Security Deposit in the form of Demand Draft of Rs. 50,000/- (Rs. Fifty Thousand Only) for Sugauli & Rs. 25,000/- (Rs. Twenty-Five Thousand Only) for Lauriya within 15 days from the date of intimation.

In case of payment of EMD / Security Deposit thru e-mode (NEFT/RTGS/IMPS), payment to be made in the below bank account and payment details to be mailed to [kamleshkumar@hpcl.in](mailto:kamleshkumar@hpcl.in) with cc to [shabbirazam@hpcl.in](mailto:shabbirazam@hpcl.in) & [rakumar@hpclbiofuels.co.in](mailto:rakumar@hpclbiofuels.co.in)

**HPCL Biofuels LTD.**

**SBI A/c No. 40277633053**

**IFSC: SBIN0006540**

**Branch: SME SBI Boring Road Branch, Patna - 800 001, Bihar**

- ❖ Security deposit will be released within 03 months after completion of entire lifting of Bagasse & signing of the closure report.
- ❖ **Payment terms:** - Payment will be made in advance progressively for quantity to be lifted before lifting of materials. Advance shall be paid in sum of minimum **Rs. 2,00,000/- (Rs. Two Lakh Only) for each location.** Advance shall be replenished subsequently for each batch of consignment.
- ❖ **Contract Period:** - The contract period shall be valid till 31.03.2024. Successful bidder should lift all the bagasse on or before the contract completion date. **Lifting schedule will be provided by respective HBL plant time to time and bidders have to place their vehicle within 48 hrs. from the date/time of intimation.**

## **INSTRUCTION TO BIDDERS**

### **1) Taxes & Duties:**

- a) Bidders to provide applicable GST rates separately in the space provided for the same.
- b) In case of any issues regarding HSN/SAC Code of the Material/Services being supplied, mentioned in tender, Bidder (s) to bring notice of the same to HBL within 4 Working Days' before Due Date and Time of the Tender. Bidder to quote the applicable GST rates in priced Bid document provided for the same.
- c) In case of different rates of GST quoted by the vendors in priced bid, 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 vendor.
- d) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- e) The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HBL to take Input Tax Credit.  
In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.  
In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).  
Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied, accrued to the Company on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- f) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- g) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- h) **GST (CGST/SGST/IGST/UTGST)** as applicable shall be reimbursed for the supplies/services.
- i) Company will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- j) Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.
- k) New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Company shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor. In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

### **2) GST Clause:**

- In respect of the supplies covered by this tender, the 100% GST liability will be discharged by Vendor.

- Hence vendor should quote applicable GST separately and not as inclusive.
- In case, if bidder quotes the rate, '0 (zero)' for GST under "Tax element details", it would be considered that the bidder has included the total applicable GST in base rate and accordingly evaluation will be done.
- In case bidder quotes less than applicable GST rate, the quoted rate will be taken for evaluation and it will be assumed that bidder has included balance bidder's portion of GST in base rate.
- In case any bidder quotes more than applicable GST then such bidder has to submit documentary evidence in support along with bid, else HBL reserves the right to evaluate the bid at applicable GST rate.
- GST complaint invoice will be raised by the successful bidder.

**3) Road Permit/Way Bill Clause**

With affect from 1st feb 2018 onward eway bill shall be issued through national portal of GST E-Way bill website address. Kindly visit the below address for issuing E-way bill. <https://ewaybill2.nic.in/ewbnat3/>

**4) GSTIN Number:**

Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL Biofuels Ltd delivery locations.

In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

**\*\* Unless otherwise specifically mentioned in HBL Tender Enquiry.**

1. When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
2. When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
3. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

**NOTE:**

1. The "commercial & Technical unpriced bid" in short shall be understood or called as "Unpriced bid" in tender.
2. Rates to be quoted in the "Priced Bid" form only. Priced Bids received in open/unsealed condition or with rate quoted in any un-prescribed form other than the "Price Bid" form (enclosed) or in the Technical & Unpriced commercial bid" shall be summarily rejected.

**Please mention whether your firm / company is registered in any of the following:**

NSIC Unit (Y/N) : \_\_\_\_\_ . PSE Unit (Y/N) : \_\_\_\_\_ . SSI/MSME (Y/N) : \_\_\_\_\_ .

**NOTES / TERMS / CONDITIONS:**

\_\_\_\_\_.

\_\_\_\_\_.

**KINDLY MENTION FOLLOWING CORRESPONDENCE DETAILS:**

**COMPLETE NAME OF CONTACT PERSON:** -----

**COMPLETE NAME OF FIRM:** -----

**CONTACT NO:** -----

**E-MAIL ADDRESS:** -----

**FULL ADDRESS FOR CORRESPONDENCE:** -----

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**PLEASE NOTE:**

- ❖ **Bids without seal and sign will not be considered for evaluation and shall be liable for rejection.**
- ❖ बिना हस्ताक्षर और मुहर की बोलियों को अस्वीकार कर दिया जाएगा।)
- ❖ **Incomplete and/or partially filled items of tender shall be liable for rejection.**
- ❖ **Rates must be clearly filled in ink neatly and over writing should be avoided.**
- ❖ **EVALUATION CRITERIA:**
  - a. The technically accepted bid (s) shall be evaluated independently for Part A & independently for Part B and order will be placed on H1 bidder i.e., highest rates offered by the bidder of respective parts, after rationalization/negotiation of rates.
  - b. The ranking of the bidder/s (plant wise) shall be identified and evaluated basis their Landed rate (taxes inclusive) quoted and shall be ranked from highest to lowest i.e. H1, H2, H3.....
  - c. Contract/Order will be placed to the Bidder (s) who has quoted the **Highest rate (H1 rate)** or to group of bidders having highest identical offered rate (H1 rate).

**REJECTION OF TENDERS:**

Tenders will be rejected in the event of the bidders not complying with any of the following tender conditions:

- Nonpayment of EMD.
- Tender documents not submitted in stipulated format. Priced and Un-priced bids to be put in separate sealed envelopes duly mentioning as "UNPRICED BID" & "PRICED BID" in bold letters in the body of the respective envelopes. Both the unpriced and priced bid envelopes shall be put in a separate envelope & sealed addressed to HPCL Biofuels Limited - Patna and dropped at the above mentioned address of tender box)
- Tenders without the required documents. (List of required documents to be furnished in the tender in "Instruction to Bidders")
- Tenders incomplete in any respect or with any additions/ deletions or modifications in original tender document are liable to be summarily rejected without any further communication to the bidders and decision of OWNER in this regard will be final and binding.
- The rate/amount has to be quoted only in the "price bid" and not in the "unpriced bid". Tenders with Price quoted in Un priced bid will be summarily rejected.
- In case it is observed that all the bidders or a group of bidders have quoted in cartel, HPCL Biofuels Limited reserves the right to reject some or all the bids of the bidders who have quoted in cartel.
- After scrutiny of the 'Technical bids', the eligible bidders will be notified regarding date, time and venue for opening of the 'Price bids'. The quote will remain valid for a period of 120 days from the due date of the tender or unless extended by mutual consent in writing.
- OWNER reserve the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever.
- ❖ Your sealed quotation (both priced & unpriced bids) should be submitted to this office on or before **02/01/2024 at 1430 Hrs.** The tenders (unpriced bids) received may be opened on next i.e. **03/01/2024** day by **1530 Hrs.** **Bidders and other interested bidders may witness the opening of the tender.**
- ❖ **The priced bid opening date and time of the techno-commercial qualified bidder/s shall be intimated later.**



- ❖ **Payment terms:** - Payment will be made in advance progressively for quantity to be lifted before lifting of materials. Advance shall be paid in sum of minimum Rs. 2,00,000/- (Rs. Two Lakh Only) for each location. Advance shall be replenished subsequently for each batch of consignment.
- ❖ **Contract Period:** - The contract period shall be valid till 31.03.2024. Successful bidder should lift all the bagasse on or before the contract completion date. **Lifting schedule will be provided by respective HBL plant time to time and bidders have to placed their vehicle within 48 hrs. from the date/time of intimation.**

**Billing shall be done purely basis the weighment at HBL's weigh bridge.**

**Enclosures:**

- Price bid and Unpriced bid (Yes/No)**
- Detailed item Description / specifications (Yes/No)**
- Technical Terms and Conditions (Yes/No)**
- Commercial Terms and Conditions (Yes/No)**
- Special Terms and Conditions (Yes/No)**
- General Terms and Conditions (Yes/No)**
- Others: Scope of job (Yes/No)**

**Signature:** \_\_\_\_\_.

**Name:** Shabbir Azam

**Designation:** Head-Procurement



## CONDITIONS & INSTRUCTIONS TO BIDDERS

### PART A

1. This is only a Tender Enquiry and not an order.
2. **HPCL Biofuels Limited (hereafter called HBL) whose registered office is situated at 1<sup>st</sup> Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar** is a wholly own subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HBL). HPCL Biofuels Limited (HBL) invites sealed bids under two-bid system from Bidders. Please quote your most competitive rate for **Sale/lifting of Loose Bagasse on Ex-Mill Basis to HBL Plant at Sugauli, East Champaran & Lauriya, West Champaran Bihar as described in attached tender documents**. Contractor shall be technically and financially competent to execute the contract.

The tender should be submitted at **HPCL Biofuels Limited, 1<sup>st</sup> Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013**, by the due date and time, as specified in the tender. Late/ delayed tenders submitted after the due date and time, for whatsoever reasons will not be considered. Offers sent through telegram, fax, telex, e-mail will not be considered.

3. Partially completed / incomplete tenders shall not be considered.

#### 4. **Two Bid System**

Bidders are required to submit offer in two parts, namely "Unpriced" & "Priced".

The bid prepared by the **BIDDER** shall comprise of the following:

- a. Completed bid form and with complete details including the all schedules completed in accordance with the requirement.
- b. Documentary evidence established to the requirement of the relevant clause that the **BIDDER** is qualified to perform the contract if the bid is accepted.

The bid prepared by the **BIDDER** shall be in two (2) parts.

Part - I - Un-Priced Bid

Part - II - Price Bid

#### PART - I - UNPRICED BID

**Unpriced bid shall indicate the following to the extent applicable:**

- a. Duly filled, signed and stamped on all pages' complete bid tender document in acceptance of scope, specifications, terms and conditions.
- b. Duly filled, signed and stamped on all pages' complete tender document.
- c. Assumption, Exception & Deviation if any on page in the bidder's letter head.

#### PART - II -PRICE BID

Should cover the bid price and other related costs in the attached format.

5. The price/discount to be quoted by the **BIDDERS** shall be in Indian rupees and the quotation shall be in accordance with the requirement of the relevant schedules in the bid specification. The price/discount quoted shall be inclusive of basic price, transportation, all taxes and duties etc. complete.

#### 6. **Sealing and Marking of Bid**

- a) The **BIDDERS** are requested to seal their bid documents in (2) separate envelopes and all (2) shall be enclosed in one common envelope as below:
- b) The **first envelope** should contain two 1 set (One original) of technical bid/ unpriced bid. This envelope should be clearly marked "**Unpriced Bid**"
- c) **The Second envelope** should contain one original copy of price bid and should be clearly marked as "**PRICE BID**" and shall be addressed to the registered office of the **PURCHASER (HBL)**.
- d) **The Third big envelope** should contain all the above (2) envelopes.
- e) All the envelopes shall bear the title, "**Subject of Tender, Tender number, bid submission due date and brief description of the contents**".

f) The name and address of the **BIDDER** shall be clearly marked on the envelope to enable the bid to be returned unopened in case it is declared "late".

## **7. Validity**

Quoted prices shall be valid for a period of 120 days from the due date / extended due date for the placement of order.

8. HBL shall not be responsible for any postal or other delays in submitting tender bids wherever applicable.

9. Request for extension of tender submission due date, if any, received from bidders within 48 hours of tender submission due date / time, shall not be considered.

10. Tender opening (unpriced bid) will be done at the time and dates specified in the tender.

11. HBL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. HBL reserves right to accept any or more tenders in part. Decision of HBL in this regard shall be final and binding on the bidder.

12. HBL shall follow Purchase Preference/ Price Preference as per prevailing guidelines of Government of India.

## **PART B**

### **1.0 SITE VISIT**

1.1 The bidder is advised to visit and examine the site of works/supplies at all HBL plants and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the sites shall be at bidder's own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during execution of works.

1.2 The bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.

### **2.0 INFORMATION REQUIRED WITH BIDS**

The following details are required to be submitted in one original + 01 (One) copies along with offer:

- a) Power of Attorney in the name of person who has signed the bid.
- b) List of Exception & Deviation, if any. In case of no deviation, the bidder shall furnish the same duly signed & stamped. Also in case no such list is provided then it will be construed that the bidder has agreed the tendered terms and conditions without any deviations.
- c) Schedule of Rates, duly signed & stamped keeping rates & amount blank.

### **3.0 SUBMISSION AND OPENING OF BID**

3.1 This is only a Price Enquiry (Invitation to Offer) and not an Order.

3.2 The bidder shall take utmost care of the following:

**The Bid shall be submitted in two parts namely, UNPRICED and PRICED Part, respectively.**

Unpriced Part/bid will be opened by HBL as per the due date and time mentioned in notice /tender in the presence of Bidders. The Priced part of the Offer of technically qualified bidders will be subsequently opened at a later date or as per date advised subsequently.

### **4.0 VALIDITY OF OFFER**

4.1 Bid submitted by Bidder shall remain valid for a minimum period of 120 days from the date of submission of Bids. Bidders shall not be entitled during the said period of 120 days, without the consent in writing of the Owner (HBL), to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or canceling their Bid or varying any of the terms in regard thereof without the consents of Owner in writing, Owner shall reject such Offers and forfeit Earnest Money (if any) paid by them along with their offers.

4.2 Bidders are advised to refrain from contacting by any means HBL and/or their employees / representatives on their own, on matters related to Bids under consideration. HBL, if necessary, will obtain clarification on the Bid by

requesting for such information/clarifications from any or all Bidders, either in writing or through personnel contact. Bidders will not be permitted to change the substance of Bids after opening of Bids.

- 4.3 Notwithstanding sub-clauses 4.1 and 4.2 above, HBL may solicit the bidder's consent to an extension of the period of validity of offer. The request and the response there to shall be made in writing. If the bidders agree to the extension request, the validity of Bank Guarantee towards Earnest money (if any) shall also be suitably extended. Bidders may refuse the request without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of offer will neither be permitted to revise the price nor to modify the offer.

## **5.0 BID CLARIFICATIONS/AMENDMENTS BY HBL**

- 5.1 HBL may issue clarifications / amendments in the form of addendum/ corrigendum during the bidding period and may issue amendments subsequent to receiving the bids. For the addendum/corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum/corrigendum in their bid. Bidder shall follow the instructions issued along with addendum/ corrigendum.
- 5.2 Bidders shall examine the Bidding Document thoroughly and submit to HBL any apparent conflict, discrepancy or error. HBL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded.

## **6.0 CONFIDENTIALITY OF DOCUMENTS**

Bidder shall treat the Bidding Document and contents therein as private and confidential and shall not use the Bidding Document for any other purposes.

## **7.0 APPLICABLE LANGUAGE**

The bid prepared by the bidder, all correspondences and documents related to this bid shall be written in English language only. For document submitted in any other language, an English translation shall also be submitted, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

## **8.0 CAUTION AND DISCLAIMER**

Transfer of Bid document by the bidder is not permitted.

Bidder shall make his own interpretation of any and all information provided in the Bidding Document. HBL shall not be responsible for the accuracy or completeness of such information and/or interpretation.

Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information as required by him.

HBL reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever.

HBL shall not be bound to accept the highest tender and reserves the right to accept any or more tenders in part.

Decision of HBL in this regard shall be final.

## **9.0 EVALUATION OF UNPRICED BIDS**

The bids shall be evaluated on the basis of the following criteria:

### **9.1 RECEIPT OF BID**

Bids received late i.e. after due date and time, due to any reason (s) whatsoever shall be rejected.

### **9.2 DEVIATIONS TO TENDER REQUIREMENTS**

- 9.2.1 The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations. The offer of bidders stipulating deviations to any of the following terms/conditions will not be considered for priced bid opening. However, HBL reserves the right to give opportunity to bidder for withdrawal of deviation to the following clauses. In case, bidders refuse to withdraw the deviation against following clauses, the offers shall be rejected without any further correspondence with them

- i) Security Deposit
- ii) Delayed Delivery
- iii) Scope of tender/Supply

- iii) Schedule of Rates
- iv) Validity of offer
- v) Arbitration
- vi) Deviation in payment terms
- vii) Deviation in delivery period as per call up

9.2.2 In case Bidders wish to stipulate any deviation to Bidding Document requirements other than those stated above, they shall indicate the same as per the proforma enclosed in the Bidding Document. Bidder shall note that clarification/queries/deviations mentioned elsewhere in the offer shall not be given any cognizance. However, HBL reserves their right to reject bids containing deviations to any of the Bidding Document stipulations.

### 9.3 **UNSOLICITED POST BID MODIFICATION**

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. Once, quoted the bidders shall not make any subsequent price changes, 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 HBL in writing.

### 9.4 **DETERMINATION OF RESPONSIVENESS**

- i) Prior to the financial evaluation of bids, the HBL will determine whether each bid is substantially responsive to the requirements of the Bidding Document.
- ii) For the purpose of this Clause, a substantially responsive bid is one which conforms to all the terms and conditions and specifications of the Bidding Document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Bidding Document, the HBL's rights or Bidder's obligation under the Contract and retention of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- iii) If a bid is not substantially responsive to the requirements of the Bidding Document, it may be rejected by the HBL. Such rejection may be intimated to the Bidder.

### 10.0 **EVALUATION OF PRICE BIDS**

- 10.1 The "PRICE BIDS" of only substantially responsive bidders and techno – commercially accepted shall be considered for opening.
- 10.2 Bidders shall quote the prices in Indian Rupees only.
- 10.3 The quoted prices shall be checked to determine the arithmetical correctness of the same.
- 10.4 HBL reserves their right to extend purchase/price preference to NSIC/Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening unpriced bids.
- 10.5 HBL reserves their right to negotiate the quoted prices with highest bidder.
- 10.6 HBL reserves the right to delete any of the items in the Schedule of Rates at the time of placement of Fax of Intent/Purchase Order. The decision of HBL shall be final and binding.
- 10.7 The Contractor shall quote for all the items of the Schedule of Rates. It may be noted that if any item is left unquoted, then such a quotation will be loaded with the highest quoted rate for that particular item for evaluation purpose.
- 10.8 The bids shall be evaluated on a consolidated basis for all Sections.
- 10.9 Evaluation will be done inclusive of all taxes as under:

**Registered Vendors:** The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.

**Unregistered vendors:** The tax liability will be borne by HPCL Biofuels Ltd under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

**Vendors under composition scheme:** The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPCL Biofuels Ltd and the bid shall be accordingly evaluated.

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

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

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

#### **11.0 REBATE**

No suo-moto reduction in prices quoted by bidder shall be permitted after opening of the bid. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

#### **12.0 Delivery Order (DO)**

12.1 Order shall be prepared for award of works/supply contracts. Successful bidder shall be intimated regarding award of works through Fax/Letter of Intent. Until the final DO is prepared and executed, this Bidding Document together with the annexed documents, modification, deletions agreed upon by the HBL and Bidder's acceptance thereof shall constitute a binding contract between the successful bidder and the HBL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

12.2 The Order shall consist of the following:

- a) Original Bidding Document along with its enclosures issued.
- b) Addendum/Corrigendum to Bidding Document issued, if any.
- c) Fax/Letter of Intent.
- d) The detailed Letter of Award/Acceptance along with Statement of Agreed Variations (if any) and enclosures attached therewith.

12.3 The statement of agreed variations shall be prepared based on the finally retained deviations, if any, by the Bidder and accepted by HBL. All other correspondences between HBL and the Bidder prior to issue of Fax/Letter of Intent shall be treated as Null & Void. Any deviations or stipulations made and accepted by HBL after award of the job shall be treated as amendments to the contract document as above.

**13.0** Contractor shall visit the sites before quoting to familiarize themselves with the scope of work and also to acquaint themselves with the working conditions, safety precautions to be observed etc. No claims for additional payment will be entertained at later date. The HBL plant addresses is as following:

**SUGAULI UNIT:**

**HPCL BIOFUELS LIMITED  
INTEGRATED SUGAR, ETHANOL & COGEN PLANT  
NEAR SUGAULI RAILWAY STATION  
DIST: EAST CHAMPARAN  
BIHAR, PIN - 845456**

**LAURIYA UNIT:**

**HPCL BIOFUELS LIMITED  
INTEGRATED SUGAR, ETHANOL & COGEN PLANT  
LAURIYA-BAGAHA ROAD, THANA - LAURIYA  
DIST: WEST CHAMPARAN  
BIHAR, PIN - 845453**

## TERMS & CONDITIONS OF CONTRACT

1. This is a Contract for Sale/Lifting of Loose Bagasse on Ex-Mill Basis from HBL Plant Sugauli, Dist. - East Champaran, Bihar approx. 190 Km from Patna and for HBL Plant Lauriya, Dist. - West Champaran, Lauriya, and Bihar approx. 220 Km from Patna. Transportation, loading & unloading at HBL Sugauli and HBL Lauriya plant shall be in the scope of Bidder/Contractor.
2. **Contract Period: - The contract period shall be valid till 31.03.2024. Successful bidder should lift all the bagasse on or before the contract completion date. Lifting schedule will be provided by respective HBL plant time to time and bidders have to placed their vehicle within the schedule time.**
3. **Delayed delivery:** In case of delay in completing the ordered quantity within the above stipulated time (until and unless changed / differed of as specified by HBL in writing) penalty @ 0.5% per week delay or part there off shall be recovered for the undelivered DO quantity to maximum of 5% of the total contract/PO value. After maximum penalty HBL will have right to terminate the contract and have right to dispose of the material to some other agency without any intimation.
4. **Sale at Risk and Cost:** In case of the party is unable to lift the Bagasse by **31.03.2024** or schedule provided by HBL, HBL shall have unilateral right to sale the loose bagasse to any other supplier / open market at original tenderer/party/supplier's risk and cost. In the event of if the rate finalized by HBL from other party is found to be on lower side then the differential cost shall be debited to the original's party/tenderer's account.
5. **Validity of Delivery Order:** Delivery order will be valid for the period of 1 year from date of placement of P.O.
6. In case of repeated failure for contract execution within the completion period then the order placed shall be cancelled and terminated in addition to appropriate actions shall be initiated against the supplier.
7. All taxes for Sale of bagasse (Including Panchayat, Municipal Tax etc. as applicable in Bihar) related to the above supplies shall be under the bidder's scope.
8. Wherever HBL is mentioned in this tender all references shall have the meaning of **HPCL Biofuels Ltd. 1<sup>st</sup> Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar.**
9. All taxes, duties or any other expenses quoted during the tendering process shall only be payable. No revision of rates/change of rates considering escalation / de-escalation of raw material rates under any circumstances for manufacturing / transportation/ printing etc. will be entertained. Bidder's to quote their rates in the tender taking in account and considering the same.
10. The quantity ordered shall be construed as tentative, and HBL has unilateral right to reduce the quantities against any item for part delivery or nil delivery against line items. All payments shall be made basis actual quantity of items lifted/sale from respective unit locations mentioned above.
11. Contractor may deploy their representative to check the quality of bagasse being loaded, supervise the loading, weighment of trucks at HBL's end. HBL shall provide him necessary sitting arrangement inside the premises. Contractor shall release the trucks only after acknowledgement of HBL's authorized representative.
12. The Contractor/tenderer shall co-ordinate beforehand for lifting/sale of Loose Bagasse after consulting officer in-charge of HBL plant.
13. The Contractor/tenderer on his own account shall maintain a register indicating date of shipment, location of shipment, vehicle no, challan no's, weighment slip no, gross wt., and tare wt., document nos. signature of HBL staff and contractor's signature etc.
14. In case the successful tenderer fails to lift the quantity within the stipulated lifting scheduled, the company reserves the right to sale the same to other sources at the risk and cost of the successful tenderer. Additional cost incurred in such cases may be recovered through contractor's pending bills.
15. **Payment terms:** - Payment will be made in advance progressively for quantity to be lifted before lifting of materials. Advance shall be paid in sum of minimum Rs. 2,00,000/- (Rs. Two Lakh Only) for each location. Advance shall be replenished subsequently for each batch of consignment.

**Billing shall be done purely basis the weighment at HBL's weigh bridge.**

16. Details of tax registration No of HPCL Biofuels Limited. **Corporate ID No. U24290BR2009GOI014927**  
**GST REGISTRATION NO. 10AACCH2879M1ZG**

**INDENTING FORMAT TO BE SUPPLIED BY THE SUCCESSFUL BIDDER FOR LIFTING LOOSE BAGASSE**  
**FROM HBL SUGAULI AND LAURIYA ON THE LETTER HEAD IN DUPLICATE**

**Weighment Details: -**

**Tare Weight: - \_\_\_\_\_ MT**

**Gross Weight: - \_\_\_\_\_ MT**

**Nett Weight: - \_\_\_\_\_ MT**

**Signature:**

**Weighment Clerk**

**Security**

**Marketing**

**GM Plant**

**I have received the \_\_\_\_\_ MT of Prepared Loose Bagasse of Value Rs \_\_\_\_\_  
from HBL kindly debit it from my advance Payment.**

**Buyer Representative**

**Date**

**Signature**

**Place**

**Stamp / seal**



**DECLARATION NON-BLACKLISTED / NON BANNED PARTY**

To,

Date:

HPCL Biofuels Limited.  
 First Floor, Shree Sadan,  
 Plot No. 09, Patliputra Colony,  
 Beside UNICEF Building,  
 Patna - 800013

**Ref.: Tender No.: HBL/TEN/23-24/283 for Sale/Lifting of Loose Bagasse on Ex-Mill Basis from HBL Plant at Sugauli, East Champaran & Lauriya, West Champaran Bihar.**

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

We also hereby declare that we have reviewed all the documents mentioned below against tender no. **HBL/TEN/23-24/283** and are acceptable to us.

1. Special Terms & Conditions.
2. Item Descriptions.
3. Technical Specifications.
4. General Terms & Conditions.
5. GST terms & conditions
6. Payment Terms

All other Terms & Conditions mentioned in the above Tender are acceptable to us without any deviation.

Yours truly,

**(Bidder's sign & stamp)**

**Name of Signatory:** \_\_\_\_\_

**Position in company:** \_\_\_\_\_

**Mobile Number(s):** \_\_\_\_\_

**Telephone Number (O):** \_\_\_\_\_

**Telephone Number (R):** \_\_\_\_\_

**ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER****(The entire Column should be filled by the bidder as applicable if not applicable written N/A)**

<b>VENDOR REGISTRATION FORM</b>			
<b>1</b>	Name of the firm of Vendor:	M/s.	
<b>2</b>	Registered Office Address:		
	Address for Correspondence:		
<b>3</b>	Contact Details:	Phone	Fax:
	Email:	Mobile:	
<b>4</b>	Status of the Vendor: (please tick one)	<input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> Co-operative Society	<input type="radio"/> Proprietor <input type="radio"/> Limited Company <input type="radio"/> Other (Pl. specify)
<b>*5</b>	Year of Establishment of firm		
<b>*6</b>	Particulars of Registration Certificates by Govt		
<b>*7</b>	Permanent Account No (PAN)		
<b>*8</b>	GST Registration No.		
<b>*9</b>	Service Tax Registration No:		
<b>*10</b>	PF Registration No:		
<b>*11</b>	Type of Job Expertise		
<b>12</b>	Financial Limit of contract sought for (in Rs Lacs)		
<b>*13</b>	Particulars (latest) of contracts handled in PSU/Govt/Reputed Firms		
<b>*14</b>	Annual Turnover of the firm during last three years		
<b>*15</b>	Please mention whether your firm / company is registered in NSIC Unit/ PSE Unit/ SSI		
<b>16</b>	<b>Name &amp; Address of Proprietor/Partner's/Directors:</b>		
	<b>Name</b>	<b>Address For Correspondence</b>	
<b>*</b>	<b>Please Enclose copy of above documents.</b>		
Date		Place :	
Signature & Stamp of Vendor			

## DECLARATION – MSE/NSIC/SSI

(The entire Column should be filled by the bidder as applicable if not applicable written N/A)

TO BE FILLED BY ALL BIDDERS		
1	NAME OF BIDDER	
2	WHETHER REGISTERED WITH MSE/NSIC/SSI: YES/NO, (IF YES PLEASE ATTACHED MSE/NSIC/SSI CERTIFICATE IN UNPRICED BID)	
2.1	MSE/NSIC/SSI REGISTRATION CERTIFICATE IS VALID UPTO	
2.2	MONETARY LIMIT OF MSE/NSIC/SSI REGISTRATION CERTIFICATE	
3	WHETHER ITEM QUOTED IS COVERED IN MSE/NSIC/SSI REGISTRATION CERTIFICATE IF YES. (PLEASE MENTION THE ITEM NAME IN MSE/NSIC/SSI 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 ENTREPRENEURS (SAY YES OR NO) IF YES, PLEASE attached SC/ST CERTIFICATE	

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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 MSE, please mention "N.A".
2. If no information given by bidder, it will be presumed that you are non MSE and later on any MSE preferences will not be entertained.

**DECLARATION OF UNDERSTANDING OF TENDER TERMS**

I/We confirm that I/We have understood the scope of work, terms & conditions and applicable tax given in the tender completely and would be able to execute the entire work as per the rates quoted by us.

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

**Name and Signature of the Tenderer**

**Note to Bidder:**

**1. It is mandatory for all the bidders to provide above data as mentioned in (Annex. I to IV), If no information given by bidder, it will be presumed that you are agreed our above-mentioned terms & condition.**

Confirmation of Acceptance of Terms and Conditions - Tender No. HBL/TEN/PUB/23-24/283		
<b>Note:</b>		
1	This table must be filled in against all serial nos. and uploaded with the Techno Commercial Bid. Non submission or submission of incomplete information may lead to rejection of the tender.	
2	In case of any contradictions, the responses provided in this table shall prevail.	
3	Deviations: Refer to Deviation Clause in the tender. Deviations should me be mentioned only in the Deviation Form. Deviations having commercial implications, if accepted, shall be suitably loaded for evaluation purpose.	
Sl.No.	Description	Bidders Confirmation
1	Confirm that you have not been black listed, banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender.	
2	<b>Technical:</b> Confirm acceptance of Technical Specifications and Scope of Work as given in this tender.	
3	<b>Price Firm:</b> Confirm acceptance to Firm price clause as specified in the tender.	
4	<b>Validity:</b> Confirm your offer is valid for 120 days from due date extended due dates for placement of order.	
5	<b>Payment Terms:</b> Confirm acceptance of payment terms as specified in the tender.	
6	<b>Delivery Period:</b> Confirm Acceptance of Delivery Period as specified in the tender.	
7	<b>Delayed delivery or Liquidated Damages:</b> Confirm acceptance of delayed delivery clause as specified in the tender.	
8	In case of delay in Delivery due to reasons attributable to Bidder, confirm that any new or additional taxes and duties, imposed after contractual delivery dates shall be to Bidder's account.	
9	<b>Terms and Conditions:</b> Confirm acceptance of Instructions to Bidders, Special Terms and Conditions, General Terms and Conditions as given in this tender.	
10	Indicate whether a Government of India undertaking.	
11	Indicate whether registered under NSIC/MSME. If registered, please upload the certificate. NSIC/MSME Registration Certificate is valid up to date.	
12	In case of Micro and Small enterprises, if you belong to SC/ST category please attach copy of your certificate.	
13	If you are Micro or Small industry , kindly upload proof to substantiate the same like documents showing value of assets like plant and machinery.	

Name of Bidder \_\_\_\_\_

Signature &amp; Seal of Bidder \_\_\_\_\_