



# एचपीसीएल बायोफ्यूल्स 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

( Technical Bid )

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

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

Tender No: **HBL/TEN/PUB/21-22/232**

Tender Date: 29/12/2021

M/s

Direct technical Queries To: Abhsishek Kr Singh

Designation: Project Officer

Department: SUGAULI/LAURIYA

Telephone No: **07277705022**

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

**Title : REPAIR AND MAINTENANCE INCLUDING SUPPLY OF STRUCTURAL STEEL FOR CONE OR FIXED ROOF & TWO UPPER SHELL MOLASSES STORAGE TANKS (01 No) AT INTEGRATED HPCL BIOFUELS LIMITED PLANT AT SUGAULI UNDER DISTRICT EAST CHAMPARAN AND LAURIYA WEST CHAMPARAN, BIHAR.**

**Tender (Technical & unpriced commercial bid and priced bid) to be received on or before 20/01/2022 by 1430 Hrs at the address mentioned below.**

Tenders are to be dropped in the designated tender box at the address mentioned below. In situation where the tenders are big which cannot be dropped in the box or where the specific tender boxes are not available, tenders are to be submitted with the concerned purchasing authority at the following address.

**HPCL Biofuels Limited.  
1st Floor, Shree Sadan,  
Plot No. 09, Patliputra Colony,  
Beside UNICEF Building, Patna – 800013**

**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**

**Signature and Seal of the Bidder**

Tender No. HBL/TEN/PUB/21-22/232 **( TECHNICAL & UNPRICED COMMERCIAL BID )**

Please quote your most competitive rate for Repair and Maintenance Including Supply of Structural Steel for Cone or Fixed Roof & Two Upper Shell Molasses Storage Tanks (01 No) at Integrated HPCL Biofuels Limited Plant at Sugauli Under District East Champaran.

**PART-A - SUGAULI**

**Service Required at: HBL, Integrated Sugar, Ethanol and Co-gen Plant at Sugauli, Vill - Sugauli, Nr. Sugauli Railway Station, Dist. East Champaran, Bihar – 845456.**

Item No.	Item short Description	Qty	Unit	Unit rate to be written in figures as well as in words	Amount (Rs) to be written in figures as well as in words
1A	<p><b>DISMANTLING OF CORRODED PORTION OF TANK</b>  Dismantling of complete or partial roof/ structural/ shell/ course/ truss if corrode.  Retrieving all the existing structural/ shell/ course/ truss, fittings, instrumentations, side rails, etc. by gas cutting/ cold cuttings directed by Inspection/ site engineer and shifting of dismantled roof plates, structural etc. to ground (only scrap to be transported &amp; usual material to be kept for fabrication &amp; erection with painting) to transport and kept properly the same in scrap yard after taking/ recording weight. During the entire job all safety norms to be followed in any case.  Note: The measurement of dismantling shall be calculated based as per actual weight. All the labour, tools, machineries etc. in order to complete the job will be contractor's scope. Requirement of heavy equipment or any equipment to be envisaged by Engineer-in-Charge should be arranged separately, if required at no extra cost. Requirement of scaffolding to be envisaged and decided by Engineer-in-Charge as per site requirement and scaffolding item to be arranged no extra cost to HBL.</p>	80	MT	Not to be Quoted Here	

2A	<p><b>SUPPLY SCOPE</b> Supply of all MS Plates/Steel structures/trusses/angles etc made of SAIL/TATA/JINDAL confirming to IS 2062 Gr. A or B required for the job as per the approved fabrication drawing &amp; instructions of EIC. IMR, MTC, Original Invoice, Gate entry &amp; Weighing Slip of the material shall be required for the purpose of billing.</p>	110	MT	Not to be Quoted Here
3A	<p><b>FABRICATION &amp; ERECTION</b> <b>Fabrication Scope:</b> The scope for fabrication includes design of tanks for dismantled portion as per API 650/IS-803, preparation of all fabrication drawings &amp; obtaining approval of HBL before proceeding with fabrication works at site. No extra payment will be paid for design &amp; drawings. Preparation of all GA, Plate cuttings schedule, fabrication drawings and obtaining HBL/Consultant's approval, Fabrication of MS storage tanks as per the approved drawings, fabrication and installation of all items for restoration of tanks as per drawings, supply and fabrication of cleats, wedges and clamps, supply of all materials as per Scope of work, welding and other consumables, bolts, nuts and gaskets, labour, equipment, machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge. Fabrication, Erection &amp; Welding of Shell Plates/trusses/roof required for fixed roof tanks of specified sizes as per approved drawings. (For shell plates, wind girders, other structural requirement): Scope includes preparation of fabrication drawings and obtaining HBL approval, fabrication and erection of damaged portion of Shell plates, plate fabricated wind girders, bearing plates, roof trusses, plates &amp; pads for structural of all items as per drawings, supply and fabrication of cleats and wedges and clamps,</p>	110	MT	Not to be Quoted Here

<p>supply of all materials as per Scope of work, welding and other consumables, all bolts, nuts and gaskets (including bolts, nuts, gaskets for free issue valves / flanges etc.), labour, equipment, machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge. (Weights of nuts, bolts etc shall not be considered for payment, and is deemed to be included in the item rates). Transportation of MS Plate from storage points to worksite, cleaning, cutting in required sizes, rolling, edge preparing, laying shell courses/roof plates for the storage tanks, bulged portions to be cut and new plate to be welded, flushing with existing structures and continuous welding, installation, fixing of various types of manholes, nozzles, flanges, gaskets etc. incl. all types of fittings, level and other fittings, MS Plates, roof trusses &amp; other structures retrieved during the dismantling of the corroded roof/Shell, fixing back the side railings of dismantled along with the corroded roof plates &amp; other types of testing, flushing, cleaning, pickling of welded joints where required by the specification and completing all such works in all respect for restoring the tanks to the original condition and commissioning as per drawings, specifications, relevant code (API-650/ API-653 IS-803) and instruction of the Engineer-in-Charge and Inspection Manager.</p> <p>Note: The MS plates for bottom, shell, roof, extension plates, reinforcement pads plates for shell manholes, foam dam shall be paid separately as per drawing and specifications. All other labour and materials etc. shall be arranged by the contractor at his cost.</p>			
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4A	<p><b>Internal Painting</b> Supply and applying on the internal surfaces of the tank shell &amp; bottom plates, appurtenances, accessories etc. with one coat of Berger make EPILUX 13 HB primer to 60-micron DFT and two coats of Berger make EPILUX 555 CTE Black 1st quality each of 100-micron DFT etc. complete as per manufacturer specifications. ASIAN/NEROLAC make equivalents of above paints as approved by the Engineer-in-charge may also be used. (Measurement shall be taken for Plan area only without any Laps and the internal Surface of Shell Plates shall be taken for Measurement purpose)</p>	2500	SQM	Not to be Quoted Here
5A	<p><b>External Painting</b> Supply and applying on the external surfaces of the tank (incl. stairways, landing platforms, roof, manholes, nozzles, appurtenances &amp; other accessories on the external surfaces) with two coats of Berger make BISON HB Zinc Phosphate or equivalent primer each of 35-micron DFT and two coats of high gloss synthetic enamel paint of 1st quality approved make &amp; colour each of 25-micron DFT complete as per attached / manufacturer's specifications. (Only Shell Surface shall be measured for Payment purpose, however measurements shall be taken for roof, Primary and Secondary Wind Girders)</p>	4500	SQM	Not to be Quoted Here
a	<b>SUB TOTAL (BASIC)</b>			Not to be Quoted Here
<b>TAXES/DUTIES/LEVIES ( EXTRA IF ANY) TO BE QUOTED BELOW)</b>				
b	GST @ _____ %			Not to be Quoted Here
C	<b>GRAND TOTAL (a+b)</b>			

**Vendor may quote either for both part i.e. Part - A & B or any one part.**

**Evaluation of Part-A shall be done on overall basis for accessing the successful bidder which shall be based on the landed cost including all taxes, duties, levies etc. applicable.**

NOTE: Note in case any of the above fields (i.e. from "a" & "b") is left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable

during the billing time shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer. Please note no extra cost shall be re-imbursed to the contractor/supplier.

**Items given above are tentative. HBL will have option to execute the item which is necessary as per their opinion at their discretion. HBL will have right to drop the item /items which is/are found not required, even at latter stage after placement of PO. Payment will be made only for the items which are actually executed. No claim for extra payment will be entertained.**

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.

**Please Note: The GST should be clearly mentioned in the above fields. In the event the GST/taxes fields are left blank then the Unit Rate quoted by the party shall be understood and shall be evaluated inclusive of all applicable taxes and Duties.**

**PART-B - LAURIYA**

Please quote your most competitive rate for Repair and Maintenance Including Supply of Structural Steel for Cone or Fixed Roof & Two Upper Shell Molasses Storage Tanks (01 No) at Integrated HPCL Biofuels Limited Plant at Lauriya West Champaran, Bihar.

**Service Required at : HBL, Integrated Sugar, Ethanol and Co-gen Plant at Lauriya, Vill - Lauriya, Lauriya - Bagaha Highway, Dist. West Champaran, Bihar - 845453.**

Item No.	Item short Description	Qty	Unit	Unit rate to be written in figures as well as in words	Amount (Rs) to be written in figures as well as in words
1B	<p><b>DISMANTLING OF CORRODED PORTION OF TANK</b> Dismantling of complete or partial roof/ structural/ shell/ course/ truss if corroded: Retrieving all the existing structural/ shell/ course/ truss, fittings, instrumentations, side rails, etc. by gas cutting/ cold cuttings directed by Inspection/ site engineer and shifting of dismantled roof plates, structural etc. to ground (only scrap to be transported &amp; usual material to be kept for fabrication &amp; erection with painting) to transport and kept properly the same in scrap yard after taking/ recording weight. During the entire job all safety norms to be followed in any case. Note: The measurement of dismantling shall be calculated based as per actual weight. All the labour, tools, machineries etc. in order to complete the job will be contractor's scope. Requirement of heavy equipment or any equipment to be envisaged by Engineer-in-Charge should be arranged separately, if required at no extra cost. Requirement of scaffolding to be envisaged and decided by Engineer-in-Charge as per site requirement and scaffolding item to be arranged no extra cost to HBL.</p>	65	MT	Not to be Quoted Here	



2B	<p><b>SUPPLY SCOPE</b> Supply of all MS Plates/Steel structures/trusses/angles etc made of SAIL/TATA/JINDAL confirming to IS 2062 Gr. A or B required for the job as per the approved fabrication drawing &amp; instructions of EIC. IMR, MTC, Original Invoice, Gate entry &amp; Weighing Slip of the material shall be required for the purpose of billing.</p>	70	MT	Not to be Quoted Here
3B	<p><b>FABRICATION &amp; ERECTION</b> <b>Fabrication Scope:</b> The scope for fabrication includes design of tanks for dismantled portion as per API 650/IS-803, preparation of all fabrication drawings &amp; obtaining approval of HBL before proceeding with fabrication works at site. No extra payment will be paid for design &amp; drawings. Preparation of all GA, Plate cuttings schedule, fabrication drawings and obtaining HBL/Consultant's approval, Fabrication of MS storage tanks as per the approved drawings, fabrication and installation of all items for restoration of tanks as per drawings, supply and fabrication of cleats, wedges and clamps, supply of all materials as per Scope of work, welding and other consumables, bolts, nuts and gaskets, labour, equipment, machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge. Fabrication, Erection &amp; Welding of Shell Plates/trusses/roof required for fixed roof tanks of specified sizes as per approved drawings. (For shell plates, wind girders, other structural requirement): Scope includes preparation of fabrication drawings and obtaining HBL approval, fabrication and erection of damaged portion of Shell plates, plate fabricated wind girders, bearing plates, roof trusses, plates &amp; pads for structural of all items as per drawings, supply and fabrication of cleats and wedges and clamps,</p>	70	MT	Not to be Quoted Here



<p>supply of all materials as per Scope of work, welding and other consumables, all bolts, nuts and gaskets (including bolts, nuts, gaskets for free issue valves / flanges etc.), labour, equipment, machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge. (Weights of nuts, bolts etc shall not be considered for payment, and is deemed to be included in the item rates). Transportation of MS Plate from storage points to worksite, cleaning, cutting in required sizes, rolling, edge preparing, laying shell courses/roof plates for the storage tanks, bulged portions to be cut and new plate to be welded, flushing with existing structures and continuous welding, installation, fixing of various types of manholes, nozzles, flanges, gaskets etc. incl. all types of fittings, level and other fittings, MS Plates, roof trusses &amp; other structures retrieved during the dismantling of the corroded roof/Shell, fixing back the side railings of dismantled along with the corroded roof plates &amp; other types of testing, flushing, cleaning, pickling of welded joints where required by the specification and completing all such works in all respect for restoring the tanks to the original condition and commissioning as per drawings, specifications, relevant code (API-650/ API-653 IS-803) and instruction of the Engineer-in-Charge and Inspection Manager.</p> <p>Note: The MS plates for bottom, shell, roof, extension plates, reinforcement pads plates for shell manholes, foam dam shall be paid separately as per drawing and specifications. All other labour and materials etc. shall be arranged by the contractor at his cost.</p>			
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4B	<p><b>Internal Painting</b> Supply and applying on the internal surfaces of the tank shell &amp; bottom plates, appurtenances, accessories etc. with one coat of Berger make EPILUX 13 HB primer to 60-micron DFT and two coats of Berger make EPILUX 555 CTE Black 1st quality each of 100-micron DFT etc. complete as per manufacturer specifications. ASIAN/NEROLAC make equivalents of above paints as approved by the Engineer-in-charge may also be used. (Measurement shall be taken for Plan area only without any Laps and the internal Surface of Shell Plates shall be taken for Measurement purpose)</p>	1250	SQM	Not to be Quoted Here
5B	<p><b>External Painting</b> Supply and applying on the external surfaces of the tank (incl. stairways, landing platforms, roof, manholes, nozzles, appurtenances &amp; other accessories on the external surfaces) with two coats of Berger make BISON HB Zinc Phosphate or equivalent primer each of 35-micron DFT and two coats of high gloss synthetic enamel paint of 1st quality approved make &amp; colour each of 25-micron DFT complete as per attached / manufacturer's specifications. (Only Shell Surface shall be measured for Payment purpose, however measurements shall be taken for roof, Primary and Secondary Wind Girders)</p>	2250	SQM	Not to be Quoted Here
a	SUB TOTAL (BASIC)			
<b>TAXES/DUTIES/LEVIES ( EXTRA IF ANY) TO BE QUOTED BELOW)</b>				
b	GST @ _____ %			
C	<b>GRAND TOTAL (a+b)</b>			

**Vendor may quote either for both part i.e. Part - A & B or any one part.**

**Evaluation of Part-B shall be done on overall basis for accessing the successful bidder which shall be based on the landed cost including all taxes, duties, levies etc. applicable.**

**NOTE: Note in case any of the above fields (i.e. from "a" & "b") is left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable**

**Signature and Seal of the Bidder**

Tender No. HBL/TEN/PUB/21-22/232 **(TECHNICAL & UNPRICED COMMERCIAL BID)**

during the billing time shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer. Please note no extra cost shall be re-imbursed to the contractor/supplier.

**Items given above are tentative. HBL will have option to execute the item which is necessary as per their opinion at their discretion. HBL will have right to drop the item /items which is/are found not required, even at latter stage after placement of PO. Payment will be made only for the items which are actually executed. No claim for extra payment will be entertained.**

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.

**Please Note: The GST should be clearly mentioned in the above fields. In the event the GST/taxes fields are left blank then the Unit Rate quoted by the party shall be understood and shall be evaluated inclusive of all applicable taxes and Duties.**

## **CONTENTS ENCLOSED ALONGWITH THE TENDER**

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## **INSTRUCTION TO VENDOR**

### **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 Corporation shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.**

1) **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 1<sup>st</sup> Feb 2018 onward e-way 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.
4. Bills for Items will be certified by Officer-incharge and will be approved by GM-Unit after which the payment will be processed & disbursed from respective Finance dept.

**❖ Please indicate whether your firm belongs to any of these categories as below:**

DGS & D Rate Contract (Y/N) : \_\_\_\_\_ NSIC Unit (Y/N) : \_\_\_\_\_

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

**EMD Details:**

DD No..... DATE ..... AMT..... BANK.....

**❖ NOTES / TERMS / CONDITIONS:**

\_\_\_\_\_.

**Signature and Seal of the Bidder**

❖ **KINDLY MENTION FOLLOWING CORRESPONDENCE DETAILS:**

COMPLETE NAME OF CONTACT PERSON: \_\_\_\_\_

COMPLETE NAME OF FIRM: \_\_\_\_\_

CONTACT NO: \_\_\_\_\_ E-mail id: \_\_\_\_\_

FULL ADDRESS FOR CORRESPONDENCE: \_\_\_\_\_

❖ **PLEASE NOTE:**

- **Please read the enclosed terms and condition carefully before quoting your rate and return the “Unpriced bid” and “Priced bid” duly signed and stamped on all pages of this tender along with enclosures within the specified due date and time of this tender.**
- Bids without seal & sign (both) will not be consider for evaluation and shall be liable for rejection
- Partially completed / incomplete tenders shall not be considered.
- Note both “Unpriced bid” and “Priced bid” shall be enclosed in two separate envelopes duly mentioning “ Unpriced bid” and “Priced bid” at the body of the respective envelopes. Both the envelopes is to be sealed and enclosed in another separate Envelope (big size) addressing to HPCL Biofuels Limited, Patna Office (as given above) and mentioning tender No and due date in the body of the big envelope and to be submitted within the specified due date & time of this tender.
- Please note in case the Priced bid is enclosed in the Un-priced bid envelope or along with un-priced bid documents or in the case if rates are quoted in the Un-priced bid then this bid in total shall be summarily rejected and shall not be considered for evaluation.

**EMD:- NIL**

❖ **MSME UDYAM REGISTRATION:**

- **As per GOI Gazette notification vide no. CG-DL-E-26062020-220191 dt. 26.06.2020 allthe existing Registered MSE under EM-Part-II or UAM have to register again on Udyam Registration portal on or after the 1<sup>st</sup> day of July 2020.**

**ALL MSME VENDORS ARE REQUIRED TO REGISTERD WITH UDYAM REGISTRATION IN ORDER TO GET MSME BENEFITS.**

- ❖ **SECURITY DEPOSIT:** Successful bidder has to submit security deposit of 1% of the Purchase Order Value in form of Demand Draft of any Scheduled (Other Than Co-operative Bank) Bank drawn in favor of HPCL Biofuels Ltd, Patna, and Payable at Patna.



In case of no defects observed, the Security deposit shall be refunded interest free within 3 months of the completion of total supplies.

**PREBID MEETING IS SCHEDULED TO BE HELD ON 10/01/2022 AT 1200 HRS AT HPCL BIOFUELS LIMITED ADDRESS AS ON PAGE 1 OF THE TENDER.**

- ❖ Your sealed quotation (both priced & unpriced bids) should be submitted to this office on or before **20/01/2022 at 1430 Hrs.** The tenders (unpriced bids) received may be opened on the same day by **1500 Hrs.** **Bidders and other interested bidders may witness the opening of the tender.**
- ❖ The priced bid opening date and time of the technically qualified bidder/s shall be intimated later.
- ❖ **Completion Period: For Both Plants: All the item shall be completed within 12 weeks from the date of receipt of LOI/PO whichever earlier.**
- ❖ **Penalty On Delayed Delivery/Completion: As per SCC Clause no. 5**
- ❖ **Retention money @3% of the certified billing value shall be retained as per clause no.44 of the general Terms and conditons (GTC) of the contract.**
- ❖ **Payment terms: As per Special Terms and Conditions..**

**Enclosures:**

- Priced 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: -----Nos. (Yes/No)

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

**Name: Atul Kumar**

**Designation: Manager-Purchase**

# CONDITIONS & INSTRUCTIONS TO BIDDERS

## PART A

This is only a Tender Enquiry and not an order.

1. **HPCL Biofuels Limited (hereafter called HBL)** whose registered office is situated at 1<sup>st</sup> Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Besides Unicef Building, Patna - 800013, A wholly subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HPCL) invites this tender for placement of **Purchase order for for Repair and Maintenance Including Supply of Structural Steel for Cone or Fixed Roof & Two Upper Shell Molasses Storage Tanks (01 No) at Integrated HPCL Biofuels Limited Plant at Sugauli Under District East Champaran as per tender documents.** Contractor shall be technically and financially competent to carry out the contract /supplies. The tender should be submitted at **HPCL Biofuels Limited, 1st Floor , Shree Sadan, Plot No. 09, Patliputra Colony, Besides Unicef Building, 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.

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

### 3. **Two Bid System**

Bidders are required to submit offer in two parts, namely “Un-priced” & “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.

4. 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.

## 5. 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/ un-priced bid. This envelope should be clearly marked “**Un-priced 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".

## 6. Validity

Quoted prices shall be valid for a period of 90 days from the due date / extended due date for the placement of order.

7. HBL shall not be responsible for any postal or other delays in submitting tender bids wherever applicable.
8. 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.
9. Tender opening (un-priced bid) will be done at the time and dates specified in the tender.
10. 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.
11. HBL shall follow Purchase Preference/ Price Preference as per prevailing guidelines of Government of India.
12. Since this tender is for standing order for jobs/supplies will be entrusted “as and when required basis”.

## **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 90 days from the date of submission of Bids. Bidders shall not be entitled during the said period of 90 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 also 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 lowest 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, iv) Schedule of Rates**

**v) Validity of offer, vi) Arbitration, vii) Deviation in payment terms**

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.

#### **9.5 REJECTION OF TENDERS**

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

- a) Nonpayment of EMD.
- b) Tenders without Annexure- (i to iv) as attached with the tender documents with required documents
- c) 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.
- d) The amount has to be quoted only in the "PRICED BID ". Tenders with Price quoted in Unpriced bid will be summarily rejected.
- e) 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.
- f) OWNER reserve the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever.
- g) Please note: Rates to be quoted in this prescribed "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 "Unpriced bid" shall be summarily rejected.

#### **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 lowest 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.

**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 PURCHASE ORDER (PO)**

12.1 Purchase 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 PO 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 Purchase 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 follow:

**SUGAULI UNIT:**

**HPCL BIOFUELS LIMITED**

INTEGRATED SUGAR, ETHANOL & COGEN PLANT  
NEAR SUGAULI RAILWAY STATION  
DIST: EAST CHAMPARAN (BIHAR), PIN - 845456  
Contact: Shri V.K.Dixit (Cell no. 8057720853)

**LAURIYA UNIT:**

**HPCL BIOFUELS LIMITED**

INTEGRATED SUGAR, ETHANOL & COGEN PLANT  
LAURIYA-BAGAHA ROAD, THANA – LAURIYA  
DIST: WEST CHAMPARAN (BIHAR), PIN – 845453  
Contact: Shri Ajay Kumar (Cell no. 8825166384)



## **SCOPE OF WORK**

### **1. DISMANTLING OF CORRODED PORTION OF TANK**

Dismantling of complete or partial roof/ structural/ shell/ course/ truss if corrode.

Retrieving all the existing structural/ shell/ course/ truss, fittings, instrumentations, side rails, etc. by gas cutting/ cold cuttings directed by Inspection/ site engineer and shifting of dismantled roof plates, structural etc. to ground (only scrap to be transported & usual material to be kept for fabrication & erection with painting) to transport and kept properly the same in scrap yard after taking/ recording weight. During the entire job all safety norms to be followed in any case.

Note: The measurement of dismantling shall be calculated based as per actual weight. All the labour, tools, machineries etc. in order to complete the job will be contractor's scope. Requirement of heavy equipment or any equipment to be envisaged by Engineer-in-Charge should be arranged separately, if required at no extra cost. Requirement of scaffolding to be envisaged and decided by Engineer-in-Charge as per site requirement and scaffolding item to be arranged no extra cost to HBL.

### **2. SUPPLY SCOPE:**

Supply of all MS Plates/Steel structures/trusses/angles etc made of SAIL/TATA/JINDAL confirming to IS 2062 Gr. A or B required for the job as per the approved fabrication drawing & instructions of EIC. IMR, MTC, Original Invoice, Gate entry & Weighing Slip of the material shall be required for the purpose of billing.

### **3. FABRICATION SCOPE:**

The scope for fabrication includes design of tanks for dismantled portion as per API 650/IS-803, preparation of all fabrication drawings & obtaining approval of HBL before proceeding with fabrication works at site. No extra payment will be paid for design & drawings. Preparation of all GA, Plate cuttings schedule, fabrication drawings and obtaining HBL/Consultant's approval, Fabrication of MS storage tanks as per the approved drawings, fabrication and installation of all items for restoration of tanks as per drawings, supply and fabrication of cleats, wedges and clamps, supply of all materials as per Scope of work, welding and other consumables, bolts, nuts and gaskets, labour, equipment, machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge.

Fabrication, Erection & Welding of Shell Plates/trusses/roof required for fixed roof tanks of specified sizes as per approved drawings. (For shell plates, wind girders, other structural requirement): Scope includes preparation of

fabrication drawings and obtaining HBL approval, fabrication and erection of damaged portion of Shell plates, plate fabricated wind girders, bearing plates, roof trusses, plates & pads for structural of all items as per drawings, supply and fabrication of cleats and wedges and clamps, supply of all materials as per Scope of work, welding and other consumables, all bolts, nuts and gaskets (including bolts, nuts, gaskets for free issue valves / flanges etc.), labour, equipment,

machinery, tools, tackles, etc to complete the work in all respects as per approved drawings, specifications, Codes, standards, Scope of work and instructions of HBL Engineer-in-Charge. (Weights of nuts, bolts etc shall not be considered for payment, and is deemed to be included in the item rates).

Transportation of MS Plate from storage points to worksite, cleaning, cutting in required sizes, rolling, edge preparing, laying shell courses/roof plates for the storage tanks, bulged portions to be cut and new plate to be welded, flushing with existing structures and continuous welding, installation, fixing of various types of manholes, nozzles, flanges, gaskets etc. incl. all types of fittings, level and other fittings, MS Plates, roof trusses & other structures retrieved during the dismantling of the corroded roof/Shell, fixing back the side railings of dismantled along with the corroded roof plates & other types of testing, flushing, cleaning, pickling of welded joints where required by the specification and

completing all such works in all respect for restoring the tanks to the original condition and commissioning as per drawings, specifications, relevant code (API-650/ API-653 IS-803) and instruction of the Engineer-in-Charge and Inspection Manager.

Note: The MS plates for bottom, shell, roof, extension plates, reinforcement pads plates for shell manholes, foam dam shall be paid separately as per drawing and specifications. All other labour and materials etc. shall be arranged by the contractor at his cost.

#### **4. INTERNAL PAINTING**

Supply and applying on the internal surfaces of the tank shell & bottom plates, appurtenances, accessories etc. with one coat of Berger make EPILUX 13 HB primer to 60-micron DFT and two coats of Berger make EPILUX 555 CTE Black 1st quality each of 100-micron DFT etc. complete as per manufacturer specifications. ASIAN/NEROLAC make equivalents of above paints as approved by the Engineer-in-charge may also be used. (Measurement shall be taken for Plan area only without any Laps and the internal Surface of Shell Plates shall be taken for Measurement purpose).

#### **5. EXTERNAL PAINTING**

Supply and applying on the external surfaces of the tank (incl. stairways, landing platforms, roof, manholes, nozzles, appurtenances & other accessories on the external surfaces) with two coats of Berger make BISON HB Zinc Phosphate or equivalent primer each of 35-micron DFT and two coats of high gloss synthetic enamel paint of 1st quality approved make & colour each of 25-micron DFT complete as per attached / manufacturer's specifications. (Only Shell Surface shall be measured for Payment purpose, however measurements shall be taken for roof, Primary and Secondary Wind Girders).

#### **NOTE TO SOQ :**

- 1) For Supply, fabrication details reference shall be made to technical specifications/ applicable codes and standards.
- 2) Quantity of steel given is approximate. Payment shall be made for actual quantities of plates/structures laid/ erected only as per approved drawings duly certified by the Engineer at site.
- 3) MS plates/structures in sizes as per Job requirement/approved drawings shall be supplied by the contractor at site and contractor shall prepare fabrication drawings for approval, prior to commencement of fabrication work.
- 4) Design and drawing for entire fabrication and welding sequence to be submitted to HBL for approval and design to be approved by HBL before commencement of fabrication.

The following to be submitted for approval:

1. Design calculations.
2. GA drawing in plan & elevation.
3. Fabrication drawing providing cutting schedule & plates/structures requirement
- 4) Payment terms for the supply, Fabrication, erection & Welding of the Steel plates shall be as per relevant clause of SPECIAL TERMS AND CONDITIONS attached.
- 5) Fabrication work of Tanks shall be carried out meeting all the required quality and Safety norms.
- 6) Please note that for welding of tanks, the following electrodes only should be used. E-6013 (Radiograph quality) of brands like ESAB, L&T, D&H, AO. E-7018 of brands like ESAB, L&T, D&H, AO or approved equivalent for plate thickness more than 16 mm.

## SPECIAL CONDITIONS OF CONTRACT

### REPAIR AND MAINTENANCE INCLUDING SUPPLY OF STRUCTURAL STEEL FOR CONE OR FIXED ROOF & TWO UPPER SHELL MOLASSES STORAGE TANKS (01 No) AT INTEGRATED HPCL BIOFUELS LIMITED PLANT AT SUGAULI UNDER DISTRICT EAST CHAMPARAN AND LAURIYA WEST CHAMPARAN, BIHAR.

**SCOPE OF THE SUPPLIER: As above.**

**Special terms and conditions as per details mentioned below:**

- 1 These Special Conditions of Contract shall be read in conjunction with the General Terms & Conditions of Works Contract, Schedule of Price(s), Specifications of work, drawings and any other document forming part of this Contract wherever the context so requires. Where any portion of the GTC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GTC only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GTC.
- 2 All taxes, transit insurance, transportation charges, loading/unloading charges are in supplier's /bidder's scope. (Including Panchayat, Municipal Tax etc. applicable in Bihar related to the above work. The bidder to consider all such taxes while quoting the same.
- 3 CONTRACTOR shall visit the site and study the existing equipment and facilities and get fully acquainted themselves with scope, working condition, safety precautions to be taken and establish best possible method for hooking up and interfacing with existing system. The Bidder shall ensure that the work shall be of first class quality as per relevant IS codes and shall be performed:
  - With due diligence and efficiency.
  - In accordance with the provisions of the agreement and the time schedule indicated in this agreement.
- 4 The Bidder shall at all times ensure that the work is carried out by fully qualified and experienced personnel to warrant the performance of the work in accordance with this agreement.
- 5 **Completion period: For Both Plants: All the item shall be completed within 12 weeks from the date of placement LOI/PO whichever earlier.**
- 6 **Payment terms : Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill.**

Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.

All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the

rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.

The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer-in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

**Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.**

**BILLING OF WORKS EXECUTED :**

The Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/ Site-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in-Charge shall verify the bills within 7 days of submission of the Bill by the Contractor.

- 7 **Delayed delivery:** Timely completion is the essence of this contract. For any delay in completion of services beyond the above stipulated period, Liquidity Damage (Penalty) shall be applicable @ 0.5% of the item value for per week (7 days) delay in completion, to maximum 5% of the total contract Value. Penalty will be applicable on uncompleted items beyond stipulated period.
- 8 **Procurement at Risk and Cost:** In case of delay in delivery/execution of services is beyond 12 weeks times for item/s, HBL shall have unilateral right to procure/execute the required materials/services from any other contractor/supplier from open market at contractor's/supplier's risk and cost. Differential cost (+ 10% handling charges) if any shall be recovered from pending bills, retention money, security deposits or PBG available with HBL. The risk and cost clause shall be applicable in addition to **delayed delivery clause No. 5.**
- 9 In case of call ups, the supplier will be advised to deliver the items on Fax/e-mail or telephone, Advice provided on telephone will be confirmed by e-mail/fax within 24 hours.
- 10 All taxes, transit insurance, transportation charges, (IF ANY) are in Contractor's/supplier's scope. (Including Panchayat, Municipal Tax etc. applicable in Bihar related to the above work.
- 11 The item/s mentioned in the tender is required to run the plants and no delay in services/delivery will be acceptable.
- 12 Wherever HPCL or HBL is mentioned in this tender all references shall have the meaning of HPCL Biofuels Limited, having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Besides Unicef Building, Patna – 800013.
- 13 Evaluation of the tender bids will be based on cost to company which will include taxes, base price, landed cost etc.

- 14 **Validity of the tender:** The offer shall be valid for a period of 120 days from the due date / extended due date of opening of the un-priced Bid.
- 15 **Security Deposit:** Successful bidder has to submit security deposit of 1% of the Purchase Order Value in form of Demand Draft of any Scheduled (Other Than Co-operative Bank) Bank drawn in favor of HPCL Biofuels Ltd, Patna, and Payable at Patna.
- In case of no defects observed, the Security deposit shall be refunded interest free within 3 months of the completion of total supplies.
- 16 The tender may be evaluated based L1 / negotiated rates on overall basis (total value).
- 17 Purchase order shall be awarded to successful bidder after completion of necessary tender formalities. Quoted prices shall be “Free to Destination Basis” and shall remain fixed and firm till completion of contract. All taxes, duties or any other expenses quoted during the tendering process shall only be payable. Note: 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. Suppliers to quote their rates in the tender taking in account and considering the same.
- 18 Vendors/Suppliers are requested to understand scope prior to quoting for the same, and understand the logistics.
- 19 Invoicing shall be done directly in the name of HPCL Biofuels Limited Sugauli/Lauriya Plant i.e. as per the location of delivery/Service. All invoices (tax invoices) shall have clear cut mention of Govt. Duties and taxes being charged by the suppliers.
- 20 Details of tax registration No of HPCL Biofuels Limited. **Corporate ID No. U24290BR2009GOI014927** and **GST REGISTRATION NO. 10AACCH2879M1ZG**
- 21 **Payment terms:** Payment shall be released within 30 days after completion of work and submission of HBL certified bill at respective plant.
- 22 All payments shall be disbursed by Cheque / RTGS from our HPCL Biofuels Ltd. Sugauli/Lauriya Plant.

## **PRE QUALIFICATION CRITERIA:**

The tender shall contain a pre-qualification criteria as per the following financial and Technical parameters:

### **(i). Financial:**

1. For Civil and Structural Contracts, Equipment Procurement & Construction Contracts (EPC), Lump Sum Turn Key Contracts (LSTK) & alike.

Average Annual Financial Turnover during the last 3 years, ending 31st March, of the previous financial year, should be at least Rs. 30 Lakhs.

### **(ii). Technical:**

Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending last day of the month previous to the one in which applications are invited, which experience should be any one of the following:

1. Three similar completed works, each costing not less than the amount Rs. 40 Lakhs

or

2. Two similar completed works, each costing not less than the amount Rs. 60 Lakhs

or

3. One similar completed work costing not less than the amount Rs. 80 Lakhs.

Definition of Similar work : Construction of any type of MS tank with diameter more than 20m.

### **Note :**

1. Both the above criteria to be met for qualification of applicants. The vendor shall submit job completion report as the proof for completed works.



## GENERAL TERMS AND CONDITIONS OF CONTRACT

1. This is an agreement for Repair and Maintenance Including Supply of Structural Steel for Cone or Fixed Roof & Two Upper Shell Molasses Storage Tanks (01 No) at HBL's Suguali & Lauriya Plants, Under Dist. East & West Champaran, Bihar....., as described in tender document.
2. The tenderer for the abovementioned item of work is \_\_\_\_\_  
\_\_\_\_\_  
(please give the name and address of the tenderer)
3. It is the clear understanding between M/s HPCL Biofuels Limited and the tenderer M/s \_\_\_\_\_  
\_\_\_\_\_ (name and address of the tenderer) in case the tender of M/s \_\_\_\_\_  
(name and address of the tenderer) is accepted by HPCL Biofuels Limited and an intimation to that effect is so issued and also a Purchase Order is placed with \_\_\_\_\_ (name and address of the tenderer) this document will be termed as a Contract/agreement between the parties and terms and conditions hereunder would govern the parties interest.
4. **“The Owner”** means the **HPCL Biofuels Limited (A wholly owned subsidiary of Hindustan Petroleum corporation Limited)** having its Registered Office at **1st Floor , Shree Sadan, Plot No. 09, Patliputra Colony, Patna – 800013** or their successors or assignees.
5. **“The Contractor”** means the person or the persons, firm or company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successors and permitted assignees.
6. The **“Site”** means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
7. Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/ Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitral.
8. It is the clear understanding that wherever it is mentioned that the Contractor shall do/ perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the work not liable to be paid or reimbursed by the Owner.
9. The quantity of item/s of this tender, order (if given) is tentative and the purchaser/HBL reserves the right to terminate and suspend the contract/ order at any point of time basis requirement of the purchaser/HBL. No claim of compensation by the contractor/bidder shall be entertained due to any reasons thereof.
10. The quantity ordered shall be construed as tentative, and HBL has unilateral right to reduce the quantities against any line item for part delivery or nil delivery against line items. All payments shall be made basis actual quantity of items received at respective unit locations mentioned above.
11. Subletting or subcontracting will not be allowed unless written prior permission obtained from HBL.



12. Contractor should strictly adhere to plant shift timings and shall report and co-ordinate with HBL officers-in-charge for operations.
13. Contractor shall have to provide adequate manpower, supervision, common tools and tackles for carrying out the specified jobs unless clearly specified.
14. The jobs entrusted must be handled with due care and damage caused due to faulty handling by the contractor's workmen will be debited at actual from Contractor's bill.
15. The Contractor shall be fully responsible for the various items handed over to him and shall be maintained in good condition; finally same to be returned to the Owner in working condition after the contract is terminated/over.
16. The contractor's workmen should strictly abide by the safety and security norms of the Owner.
17. The Contractor shall have to provide personal protective equipment's like safety shoes, helmets, hand gloves, safety goggles, ear plugs etc. as applicable in work areas to his workmen.
18. The contractor shall comply and ensure minimum wages as per central govt or GOB whichever is higher and regulations prevalent during the time of operation are paid to the manpower deployed by him. The contractor shall maintain adequate records/documents as required as per statutory norms and procedures the same whenever and whenever demanded by HBL.
19. Contractor shall have to maintain Muster roll, wage sheets; proof of the payment made to the labours and payment made in lieu of statutory compliance like PF etc. and submit the same along with their bills.
20. The Contractor must comply with all the statutory requirements like contract labour act, Workmen's compensation act, Minimum Wages Act, ESIC, PF, Uniform, Bonus, etc., and any other statutory acts or laws as applicable. The contractor should cover all his employees under ESIC act or under group insurance as applicable. The Contractor shall maintain all the statutory records. Rates are inclusive of such compliance.
21. Women and children below 18 year of age are not permitted.
22. The workmen deployed by the contractor shall be the employee of the contractor only and shall not be construed as engaged by Owner. They shall work under the supervision & control of the contractor.
23. The Contractor shall at his cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of OWNER.
24. Contractor will be required to obtain labour license and maintain all records/license as per labor laws etc complete.
25. The Contractor shall agree to keep Owner indemnified and save Owner from any and all claims whatsoever from damages/costs or otherwise arising from injuries or alleged injuries to / or death of persons (including Owner's representatives and employees) or damages or alleged damages to property.
26. Contractor shall ensure that any replacement of personnel as required by Officer-in-charge for any reason specified or otherwise shall be effective promptly by the contractor without any additional cost to the Owner. If the contractor wishes to replace any of the personnel the same shall be done with prior concurrence of the Owner at his own cost.
27. Contractor shall be solely responsible for enforcement of provisions of various labour and industrial laws as per minimum wages act such as minimum wages and allowances, compensation, uniform, D.A., P.F., EPF, Bonus, Gratuity, ESI compensation, Insurance, relating to workmen employed by him or to any accident caused to them and the HBL shall not be liable to bear any expense in this regard.
28. The Contractor shall observe and comply with all the statues and labour legislation in respect of the personnel deployed by him. Contractor shall indemnify the Owner against any liability, loss, claims or proceedings whatsoever arising under any statute and labour legislation due to his failure to observe and

comply with the same. The Owner shall not be bound to entertain any claim or such claim brought under the workman's compensation Act.

29. Owner reserves the right to accept or reject summarily any or all quotations in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of work and the successful tenderer/bidder shall perform the same at the rate quoted.
30. Quoted prices shall be "Free to Destination Basis" and shall remain fixed and firm till completion of contract. 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. However differential payment on account of revision in taxes shall be reimbursed to the contractor.
31. The contractors to note that the hike in minimum wages shall not be reimbursed to them. Bidders to quote rate considering the future hike in the bid itself. The rates quoted by the contractor/bidder will remain firm and any change in rates in PO due to any circumstances ( except tax part) shall not be entertained by HBL.
32. Taxes as applicable shall be deducted from the payment of bills unless exempted by concerned authorities.
33. **Security Deposit:** The Contractor shall deposit an amount equal to 1% of the contract value in the form of DD drawn on any Nationalized Bank in favour of HPCL Biofuel Limited, payable at Patna towards Security Deposit. The Security Deposit is refundable to the Contractor with no interest on successful completion of contract.
34. The contractor shall make payment of wages to workers engaged by him on or before 7<sup>th</sup> of every month. All the statutory payments shall be made by 10<sup>th</sup> of every month. Monthly bills supported by all documents like Attendance register, Wage register, PF slips etc. shall be submitted to officer-in-charge by 15<sup>th</sup> of every month for verification and further processing.
35. Contractor shall not link the payment due to his workmen by him to the payment of his bill by the Owner. In the event of delay in payment to workmen from Contractor's side, the Owner reserves right to pay to them directly and cost will be recovered from Contractor' bill with additional 10% handling charges.
36. **Payment terms:** Payment will be released within 30 days after completion of work and submission of HBL certified bill at respective plant.
37. Contract created by the order and its acceptance or confirmation is subjected to the agreement of the seller or contractor that all persons engaged upon the work hereunder or entering upon the plant, vessel or other property of purchaser, consigner or owner hereunder named for the purpose of delivery, installing, inspecting, repairing or estimating supplies materials of work hereunder shall be considered servants of the seller or contractor or sub-contractor there under and not of the purchase, consignee or owner and that the seller or contractor shall hold the purchaser, consignee or owner harmless from all liability resulting from any claim for accident to or death of any such person including liability for compensation under any Workmen's Compensation Act, applicable either State or Union whether any such claims arises or be caused by negligence or otherwise of the seller, contractor, his agents or employees or any sub-contractor or Owner.
38. The tenderer/ contractor is responsible and shall abide and comply to all the statutory norms like taxation/ minimum wages act, applicable labor laws, licenses and documentation required etc.. The contractor shall produce/submit the same to HBL as and when demanded. Failing to comply the above shall lead to cancellation of the contract and applicable penalty shall be wholly on the contractors account.
39. In case of differences / contradiction of clauses mentioned in This "Conditions & Instructions to bidders" or any part, the clauses of Un-priced Bid, Special Conditions of Contract shall override the above clauses.
40. **OWNER MAY DO PART OF WORK:** Not withstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place

additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carry out the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

#### **41. TERMINATION OF CONTRACT**

41.1. The owner may terminate the contract at any stage for reasons to be recorded in the letter of termination. The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor

- a) has abandoned the work/Contract.
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 7 consecutive days.
- c) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
- d) has to the detriment of good workmanship or in defiance of the Engineer's/Officer's instructions to the contrary sub-let any part of the Contract.
- e) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
- f) has stopped attending to work without any prior notice and prior permission for a period of 7 days.
- g) has become untraceable.
- h) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the owner.
- i) has been declared insolvent/bankrupt.
- j) Contract may be terminated on the ground noncompliance of labour laws etc.
- k) in the event of sudden death of the Contractor.

41.2. The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

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

41.4. The purchaser/HBL reserves the right to terminate and suspend the contract/ order at any point of time basis requirement of the purchaser/ HBL. No claim/compensation by the contractor/bidder shall be entertained due to any reasons thereof.

#### **42. ARBITRATION**

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

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

- 42.2 The appointing authority shall either herself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL/HBL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the Parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- 42.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 42.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the Parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 42.5 The Award of the Sole Arbitrator shall be final and binding on the Parties to the Agreement.
- 42.6 The work under the Contract shall, however, continue during the Arbitration proceedings, except in case of termination and no payment due or payable to the concerned Party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 42.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 42.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the Parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs. 70,000/- . Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation and balance 50% on receipt of award of the arbitrator.
- 42.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 42.10 The Contract shall be governed by and constructed according to the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Patna for all purposes. The Arbitration shall be held at Patna and conducted in English language.
- 42.11 The Appointing Authority is the Functional Director of HPCL or **CEO –HBL**.

### **43 DEFECT LIABILITY PERIOD**

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost.

The decision of the Engineer In-charge/Site-Incharge/Owner shall be the final in deciding whether the defect has to be rectified or replaced. Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the owner failing which the owner will get the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc. ) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job. In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

#### **44 RETENTION MONEY**

3 % of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

## DEVIATION & DECLARATION FORMATS

<b>Format PF-1</b>	<b>PROJECT AND SITE ORGANISATION DESCRIPTION</b>
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The bidder must attach a description of the Head office and site of the organization proposed to be committed for execution of the work. Organization chart must include Details of key personnel, categories and numbers of personnel reporting at Head office and Site Office, separately.

The description shall show lines of authority/responsibility/communication together with a written description of the overall working of the organization with particular emphasis on the Head office/site interface and monitoring and control of progress.

Bidder agrees to augment the above chart with additional number/ categories, if required and as directed by Engineer in charge to complete the work within the completion time schedule and quoted price.

**This form shall be part of contract documents.**

Format PF-1A	SUMMARY OF KEY PERSONNEL			
Name	Educational Qualifications	Present Position	Relevant Experience	Employment History in brief

Format PF-2	EXCEPTION AND DEVIATIONS STATEMENT			
S.NO.	PAGE NO. OF TENDER DOCUMENT	CLAUSE NO.	SUBJECT	DEVIATIONS

Bidder shall list all the deviations in the following given format only. Bidder may stipulate exceptions and deviations to Bidding Document, if considered unavoidable.

Any exceptions/deviations brought out elsewhere in the Bid shall not be construed as valid.



**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

To,

Date:

**HPCL Biofuels Limited.**  
**1<sup>st</sup> Floor, Shree Sadan,**  
**Plot No. 09, Patliputra Colony**  
**Patna - 800013, Bihar**

**Ref.: Tender No.: HBL/TEN/PUB/21-22/232 FOR REPAIR AND MAINTENANCE INCLUDING SUPPLY OF STRUCTURAL STEEL FOR CONE OR FIXED ROOF & TWO UPPER SHELL MOLASSES STORAGE TANKS (01 No) AT INTEGRATED HPCL BIOFUELS LIMITED PLANT AT SUGAULI UNDER DISTRICT EAST CHAMPARAN AND 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/PUB/21-22/232** 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):** \_\_\_\_\_

**Signature and Seal of the Bidder**

Tender No. HBL/TEN/PUB/21-22/232 **(TECHNICAL & UNPRICED COMMERCIAL BID)**



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

<b>TO BE FILLED BY ALL BIDDERS</b>		
<b>1</b>	<b>NAME OF BIDDER</b>	
<b>2</b>	<b>WHETHER REGISTERED WITH MSE : YES/NO, (IF YES PLEASE ATTACHED MSE CERTIFICATE IN UNPRICED BID)</b>	
<b>2.1</b>	<b>MSE REGISTRATION CERTIFICATE IS VALID UPTO</b>	
<b>2.2</b>	<b>MONETARY LIMIT OF MSE REGISTRATION CERTIFICATE</b>	
<b>3</b>	<b>WHETHER ITEM QUOTED IS COVERED IN MSE REGISTRATION CERTIFICATE IF YES. (PLEASE MENTION THE ITEM NAME IN MSE CERTIFICATE UNDER WHICH TENDERED ITEM IS COVERED</b>	
<b>4</b>	<b>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</b>	
<b>5</b>	<b>WHETHER FIRM IS OWNED BY SC/ST ENTREPRENEURS (SAY YES OR NO) IF YES, PLEASE attached SC/ST CERTIFICATE</b>	

-----  
**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.**

**E-MANDATE (TAKE PRINT ON LETTERHEAD & ATTACHED WITH TENDER)**

To,  
**HPCL Biofuels Limited.**  
 1st Floor, Shree Sadan,  
 Plot No. 09, Patliputra Colony,  
 Beside UNICEF Building, Patna – 800013

Dear Sir,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that HPCL Biofuels Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

**A. Supplier / Contractor Details**

1. Supplier / Contractor Name (As per bank records )
2. Supplier / Contractor Code
3. Address  
(Including Pin Code)
4. Controlling Office Name HQO PATNA/LAURIYA
5. P. A. N. -.
6. E-mail ID
7. Contact Telephone Number

**B. Particulars of Bank Account**

1. Bank Name
2. Branch Name /branch code
3. Branch Address (incl. Pin code)
4. 9 Digit MICR No. of Bank and Branch  
as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL Biofuels Ltd. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold HPCL Biofuels Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

\_\_\_\_\_  
 Name (in Capitals) of supplier / contractor

\_\_\_\_\_  
 Authorised Signatory

Date: \_\_\_\_\_  
 Official Rubber Stamp

- Note: 1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers.  
 2. Please enclose Original Cancelled Cheque & Xerox copy of PAN Card.

**Signature and Seal of the Bidder**

Page 40 of 45

Tender No. HBL/TEN/PUB/21-22/232 **(TECHNICAL & UNPRICED COMMERCIAL BID)**

## **INTEGRITY PACT**

### **Between**

HPCL Biofuels Limited (HBL) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principle values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

The principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder / Contractor**

The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principle is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 – Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 – External Independent Monitor / Monitors**

The Principal appoints competent and credible external independent Monitors for this Pact. Accordingly, the Principal (HPCL/HBL) has appointed the following Independent External Monitors (IEMs) for this pact:

Shri. \_\_\_\_\_

Shri \_\_\_\_\_

Shri \_\_\_\_\_



The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

### **Section 10 – Other provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For the Principal

For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....