



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 (UN-PRICED BID)

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

Name & Address of the Tenderer (Below)

Phone No. _____.

Email id _____.

Tender No: HBL/TEN/PUB/21-22/231

Tender Date: 29.12.2021

Direct Queries related Sugauli to :

Shri V.K.DIKSHIT (GM-Sugauli)

Telephone No: +91- 8057720853

Direct Queries related Lauriya to :

Shri AJAY KUMAR (GM-Lauriya)

Telephone No: +91- 8809620317

Attention: _____.

Title : SUPPLY, TRANSPORTATION, LOADING & UNLOADING OF PRESS MUD ON FOR/DOOR DELIVERY BASIS TO HBL PLANT AT SUGAULI, EAST CHAMPARAN & LAURIYA, WEST CHAMPARAN BIHAR.

HPCL Biofuels Limited (hereafter called HBL) whose registered office is situated at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013 is a wholly subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HBL) invites competitive bids for Supply of fresh Press Mud at their Integrated Sugar Plant, Sugauli and Lauriya on door delivery basis as described in attached tender documents.

Tender to be received on or before 19/01/2022 by 1430 Hrs at the address mentioned below.

HPCL Biofuels Limited.

1st Floor, Shree Sadan,

Plot No. 09, Patliputra Colony,

Patna - 800013, Bihar

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

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

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

Bidders to mention the quantity offered in **Unpriced bid** & Price components in **Priced bid**.

PART - A

Deliver To: HPCL Biofuels Ltd - Sugauli, Village - Sugauli, Nr. Sugauli Railway Station, Dist - East Champaran, Bihar - 845 456.

PLEASE QUOTE YOUR QUANTITY OFFER (IN MT) IN THE FIELD BELOW:

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

Item No.	Description	Qty/Unit	Unit Rate (Rs/unit) in figures and in words **	Taxes/ Duties/ Levies	Total (Rs per MT) in figures and in words **
1A	Supply on FOR basis Press Mud of moisture content maximum 72% (+/- 3%) to HBL Plant Sugauli as per job description, Special conditions of contract enclosed.	5,000 MT	In Figures: Rs. XXXX Per MT In Words: Rs. XXXXXXXX per MT Only	Please specify XXX %	In Figures: Rs. XXXXXXXX In Words: Rs. XXXXXXXX Only
A	SUB TOTAL (BASIC, PART - A)			XXXXXXXXXX	
TAXES/DUTIES/LEVIES (EXTRA IF ANY) TO BE QUOTED BELOW)					
B	GST @ _____ %			XXXXXXXXXX	
C	Any other _____ (Please write N/A if not applicable)			XXXXXXXXXX	
	GRAND TOTAL (A + B + C)			XXXXXXXXXX	

PART A SHALL BE EVALUTED SEPERATELY FOR ACESSING THE L1/SUCCESSFUL BIDDER ON OVERALL BASIS OF ITEMS OF PART A.

Note in case any of the above fields (i.e from “b” to “c”) is/are left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer.

Note: Vendor to quote rate inclusive of supply, and transportation if any at door delivery basis to Sugauli Plant etc. complete.

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

Deliver To: HPCL Biofuels Ltd - Lauriya, Village - Lauriya, Lauriya - Bgaha Highway, Dist. - West Champaran, Bihar - 845 453.

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

Item No.	Description	Qty/Unit	Unit Rate (Rs/unit) in figures and in words **	Taxes/ Duties/ Levies	Total (Rs per MT) in figures and in words **
1B	Supply on FOR basis Press Mud of moisture content maximum 72% (+/- 3%) to HBL Plant Lauriya as per job description, Special conditions of contract enclosed.	5,000 MT	In Figures: Rs. XXXX Per MT In Words: Rs. XXXXXXXX per MT Only	Please specify XXX %	In Figures: Rs. XXXXXXXX In Words: Rs. XXXXXXXX Only
A	SUB TOTAL (BASIC, PART - B)			XXXXXXXXXX	
TAXES/DUTIES/LEVIES (EXTRA IF ANY) TO BE QUOTED BELOW)					
B	GST @ _____ %			XXXXXXXXXX	
C	Any other _____ (Please write N/A if not applicable)			XXXXXXXXXX	
GRAND TOTAL (A + B + C)				XXXXXXXXXX	

PART B SHALL BE EVALUTED SEPERATELY FOR ACESSING THE L1/SUCCESSFUL BIDDER ON OVERALL BASIS OF ITEMS OF PART B.

Note in case any of the above fields (i.e from “b” to “c”) is/are left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer.

Note: Vendor to quote rate inclusive of supply, and transportation if any at door delivery basis to Lauriya plant etc. complete.

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.

NOTE: The evaluation shall be done part wise. Part A shall be evaluated separately and independently and part B shall be evaluated separately and independently for assessing the L1/successful bidder of respective parts.

Tenderers have to quote for all the item of respective parts (A/B).

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

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

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 Company shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.
- l) In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

2) GST Clause :

- In respect of the supplies covered by this tender, the 100% GST liability will be discharged by Vendor.
- Hence vendor should quote applicable GST separately and not as inclusive.
- In case, if bidder quotes the rate, '0 (zero)' for GST under "Tax element details", it would be considered that the bidder has included the total applicable GST in base rate and accordingly evaluation will be done.
- In case bidder quotes less than applicable GST rate, the quoted rate will be taken for evaluation and it will be assumed that bidder has included balance bidder's portion of GST in base rate.
- In case any bidder quotes more than applicable GST then such bidder has to submit documentary evidence in support along with bid, else HBL reserves the right to evaluate the bid at applicable GST rate.
- GST complaint invoice will be raised by the successful bidder.

3) Road Permit/Way Bill Clause

With affect from 1st feb 2018 onward eway bill shall be issued through national portal of GST E-Way bill website address. Kindly visit the below address for issuing E-way bill.

<https://ewaybill2.nic.in/ewbnat3/>

4) GSTIN Number:

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

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

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

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

NOTE:

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

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

NSIC Unit (Y/N) : _____.

PSE Unit (Y/N) : _____.

SSI/MSME (Y/N) : _____.

NOTES / TERMS / CONDITIONS:

KINDLY MENTION FOLLOWING CORRESPONDENCE DETAILS:

COMPLETE NAME OF CONTACT PERSON: _____

COMPLETE NAME OF FIRM: _____

CONTACT NO: _____ **E-MAIL ADDRESS:** _____

FULL ADDRESS FOR CORRESPONDENCE: _____

PLEASE NOTE:

- ❖ Please read the enclosed terms and condition carefully before quoting your rate and return the “Un-priced 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.
- ❖ Note both “Un-priced bid” and “Priced bid” shall be enclosed in two separate envelopes duly mentioning “Un-priced 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.
- ❖ Bids without seal and sign will not be considered for evaluation and shall be liable for rejection.
- ❖ (बिना हस्ताक्षर और मुहर की बोलियों को अस्वीकार कर दिया जाएगा।)

- ❖ Incomplete and/or partially filled items of tender shall be liable for rejection.
- ❖ Rates must be clearly filled in ink neatly and over writing should be avoided.
- ❖ **EMD:- Earnest Money Deposit is not required for this Tender**
- ❖ **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.**

The Security deposit shall be interest free and shall be refunded (interest free) to the supplier/vendor after 3 months from the date of successful completion of the contractual period/extended contractual period of the PO/order.

❖ **QUALIFICATION CRITERIA:**

The bidder shall be an Indigenous Manufacturer, trader, supplier of Press Mud confirming to specifications as mentioned in the tender.

❖ **EVALUATION CRITERIA:**

- a. The technically accepted bid (s) shall be evaluated independently for Part A & independently for Part B and order will be placed on L1 bidder i.e, lowest cost to company basis in respective parts, after rationalization/negotiation of rates.
- b. Contract will be placed to the Bidder (s) who has quoted the lowest rate (L1 rate) or to group of bidders having lowest identical offered rate (L1 rate) against their offered quantities.
- d. In the event if it is found that the offered rates of L1 bidder (s) is same with other bidders, then contract shall be distributed proportionally among L1 bidder/s.

❖ **PREBID MEETING IS SCHEDULED TO BE HELD ON 12/01/2022 AT 1100 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 **19/01/2022 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.

Contract Period: The contract period shall be valid for 01 year from the date of PO/LOI whichever is earlier.

Delivery Period: - Delivery of press mud is on call up basis provided by respective plant. Each Call up letter qty of press mud shall be delivered within 15 days from the date of receipt of call up letter.

Payment terms: Payment will be made within 30 days from the date of submission of HBL certified bills to respective accounts department at Sugauli / Lauriya. Partial Billing shall be allowed.

Party shall submit acknowledge copy delivery challan & HBL's weighment slip along with bill. **Billing shall be done purely basis the weighment at HBL's weigh bridge.**

Enclosures:

Price bid and Unpriced bid (Yes/~~No~~)

Detailed item Description / specifications (Yes/~~No~~)

Technical Terms and Conditions (Yes/~~No~~)

Commercial Terms and Conditions (Yes/~~No~~)

Special Terms and Conditions (Yes/~~No~~)

General Terms and Conditions (Yes/~~No~~)

Others: Scope of job (Yes/~~No~~)

Signature: _____.

Name: Atul Kumar

Designation: Manager-Purchase

CONDITIONS & INSTRUCTIONS TO BIDDERS

PART A

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

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

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

4. **Two Bid System**

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

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

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

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

Part - I - Un-priced Bid

Part - II - Price Bid

PART - I - UNPRICED BID

Unpriced bid shall indicate the following to the extent applicable:

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

PART - II -PRICE BID

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

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

6. Sealing and Marking of Bid

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

7. Validity

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

8. HBL shall not be responsible for any postal or other delays in submitting tender bids wherever applicable.
9. Request for extension of tender submission due date, if any, received from bidders within 48 hours of tender submission due date / time, shall not be considered.
10. Tender opening (unpriced bid) will be done at the time and dates specified in the tender.
11. HBL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. HBL reserves right to accept any or more tenders in part. Decision of HBL in this regard shall be final and binding on the bidder.
12. HBL shall follow Purchase Preference/ Price Preference as per prevailing guidelines of Government of India.

PART B

1.0 SITE VISIT

- 1.1 The bidder is advised to visit and examine the site of works/supplies at all HBL plants and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the sites shall be at bidder's own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during execution of works.
- 1.2 The bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.

2.0 INFORMATION REQUIRED WITH BIDS

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

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

3.0 SUBMISSION AND OPENING OF BID

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

3.2 The bidder shall take utmost care of the following:

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

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

4.0 VALIDITY OF OFFER

- 4.1 Bid submitted by Bidder shall remain valid for a minimum period of 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
- iii) Schedule of Rates
- iv) Validity of offer
- v) Arbitration
- vi) Deviation in payment terms

vii) Deviation in delivery period as per callup

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

9.3 **UNSOLICITED POST BID MODIFICATION**

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. Once, quoted the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by HBL in writing.

9.4 **DETERMINATION OF RESPONSIVENESS**

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

10.0 **EVALUATION OF PRICE BIDS**

- 10.1 The "PRICE BIDS" of only substantially responsive bidders and techno – commercially accepted shall be considered for opening.
- 10.2 Bidders shall quote the prices in Indian Rupees only.
- 10.3 The quoted prices shall be checked to determine the arithmetical correctness of the same.
- 10.4 HBL reserves their right to extend purchase/price preference to NSIC/Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening unpriced bids.
- 10.5 HBL reserves their right to negotiate the quoted prices with 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.
- 10.9 Evaluation will be done inclusive of all taxes as under:

Registered Vendors: The tax liability will be borne by the vendor and the same shall be considered for the

purpose of evaluating the bid.

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

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

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

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

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

10.10 Taxes & Duties:

- a) **Bidders to provide applicable GST rates separately in the space provided for the same.**
- b) **In case of any issues regarding HSN/SAC Code of the Material/Services being supplied, mentioned in tender, Bidder (s) to bring notice of the same to HBL within 4 Working Days' before Due Date and Time of the Tender.** Bidder to quote the applicable GST rates in priced Bid document provided for the same.
- c) **In case of different rates of GST quoted by the vendors in priced bid, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the vendor.**
- d) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- e) The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HBL to take Input Tax Credit.

In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied, accrued to the Company on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

- f) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- g) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.

- h) GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- i) Company will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- j) Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.
- k) New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Company shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.
- l) 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.

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.

Road Permit/Way Bill Clause

With affect from 1st feb 2018 onward eway bill shall be issued through national portal of GST E-Way bill website address. Kindly visit the below address for issuing E-way bill.

<https://ewaybill2.nic.in/ewbnat3/>

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.

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 following:

SUGAULI UNIT:

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

LAURIYA UNIT:

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

14.0 REJECTION OF TENDERS:

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

14.1 ~~Nonpayment of EMD.~~

14.2 Tender documents not submitted in stipulated format. Priced and Un-priced bids to be put in separate sealed envelopes duly mentioning as "UNPRICED BID" & "PRICED BID" in bold letters in the body of the respective envelopes. Both the unpriced and priced bid envelopes shall be put in a separate envelope & sealed addressed to HPCL Biofuels Limited - Patna and dropped at the above mentioned address of tender box)

14.3 Tenders without the required documents. (list of required documents to be furnished in the tender in "Instruction to Bidders")

- 14.4 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.
- 14.5 The amount has to be quoted only in the "price bid" and not in the "unpriced bid". Tenders with Price quoted in Un priced bid will be summarily rejected.
- 14.6 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.
- 14.7 After scrutiny of the 'Technical bids', the eligible bidders will be notified regarding date, time and venue for opening of the 'Price bids'. The quote will remain valid for a period of 90 days from the due date of the tender or unless extended by mutual consent in writing.
- 14.8 OWNER reserve the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever.

TERMS & CONDITIONS OF CONTRACT

1. This is a Contract for Supply of Press Mud on FOR/Door Delivery Basis for HBL Plant Sugauli, Dist. - East Champaran, Bihar approx. 200 Km from Patna and for HBL Plant Lauriya, Dist - West Champaran, Lauriya, and Bihar approx. 220 Km from Patna. Transportation, loading & unloading at HBL Sugauli and HBL Lauriya plant shall be in the scope of HBL.
2. **Contract Period:** The contract period shall be valid for 01 year from the date of PO/LOI whichever is earlier.
3. **Delivery Period:** - Delivery of press mud is purely on call up basis provided by respective plant. Each Call up letter qty of press mud shall be delivered within 15 days from the date of receipt of call up letter.
4. **Delayed delivery:** In case of delay in completing the ordered quantity within the above stipulated time (until and unless changed / differed of as specified by HBL in writing) penalty @ 0.5% per week delay or part there off shall be recovered for the undelivered PO quantity to maximum of 5% of the total contract/PO value.
5. **Validity of Purchase Order:** Purchase order will be valid for the period of 1 year from date of placement of P.O.
6. **Penalty:** In case of shortfall in specification deduction on pro-rata basis shall be applicable.
7. In case of repeated failure for contract execution within the supply period or to provide Press Mud of off-specs (not as per contract terms) then the purchase order placed shall be cancelled and terminated in addition to appropriate actions shall be initiated against the supplier.
8. Part delivery & billing is allowed and billing shall be done on fortnight basis.
9. All taxes for Press Mud supply (Including Panchayat, Municipal Tax etc. as applicable in Bihar) related to the above supplies shall be under the suppliers scope .
10. Supplier to immediately send replacement load of items in another lorry in case of any accidents or breakdown of vehicle and likely hood of items not reaching units on desired date.
11. Wherever HBL is mentioned in this tender all references shall have the meaning of **HPCL Biofuels Ltd. 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar.**
12. 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. Suppliers to quote their rates in the tender taking in account and considering the same.
13. The quantity ordered shall be construed as tentative, and HBL has unilateral right to reduce the quantities against any item for part delivery or nil delivery against line items. All payments shall be made basis actual quantity of items received at respective unit locations mentioned above.
14. In case the value of the supply contract is equal or more than the Rs. 1 Crores then the successful bidder shall sign and accept the **Integrity Pact**.
15. The supply of Press Mud shall be completely be as per the scope of the supplier/ tenderer and the rates quoted shall be inclusive of all taxes/costs.

16. HBL may deploy their representative to check the quality of Press Mud quality being loaded; supervise the loading, weighment of trucks at supplier's end. Factory/supplier shall provide him necessary sitting arrangement inside the premises. Supplier shall release the trucks only after acknowledgement of HBL's authorized representative.
17. The supplier/tenderer shall co-ordinate beforehand for supply of Press Mud after consulting officer in-charge of HBL plant.
18. The supplier/tenderer on his own account shall maintain a register indicating date of shipment, location of shipment, vehicle no, challan nos, weighment slip no, gross wt., and tare wt., document nos. signature of HBL staff and supplier's signature etc.
19. Trucks shall be loaded at Factory/supplier end within 4 hours. In case of holding the trucks for unreasonable period at supply end, demurrage claimed by transporter will be on Supplier's account.
20. The rate quoted by the supplier/tenderer shall be inclusive of all taxes and levies applicable.
21. **Successful bidder shall submit Security deposit (SD) of 1% of the contract/PO value within 15 days of receipt of LOI or letter of contract award.**
22. In case the successful tenderer fails to deliver the quantity within the stipulated delivery scheduled, the company reserves the right to procure the same from alternative sources at the risk and cost of the successful tenderer. Additional cost incurred in such cases may be recovered through Vendor's pending bills.
23. **Payment terms:** Payment will be made within 30 days from the date of submission of HBL certified bills to respective accounts department at Sugauli / Lauriya. Partial Billing shall be allowed.
Party shall submit acknowledge copy delivery challan & HBL's weighment slip along with bill. **Billing shall be done purely basis the weighment at HBL's weigh bridge.**
24. Details of tax registration No of HPCL Biofuels Limited. **Corporate ID No. U24290BR2009GOI014927**
GST REGISTRATION NO. 10AACCH2879M1ZG
25. If the goods / services ordered are not delivered within the delivery date specified in this order, HBL reserves the right to cancel this order (if given) without prejudice. All cost and expenses, if any resulting from cancellation of the order (if given) shall be on the Contractor's / seller's account.

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 Organisation “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

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

1. 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.

2. 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

(1) 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.

1. 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.

2. 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 cartelisation in the bidding process.

3. 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.

4. 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.

5. 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 Name , Seal & Signature 45 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 3years 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 Subcontractor, 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 (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) 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.

(3) The Contractors 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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

(1) 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.

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

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

(4) 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.

For the Principal For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

GENERAL TERMS AND CONDITIONS

1. PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the above mentioned supply is the company/ proprietary concern/individual (as per details & address mentioned in the un priced bid) and undersigned is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between HPCL BIOFUELS LTD and the tenderer that in case the bid of tenderer is accepted by HPCL BIOFUELS LTD and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitral. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable. It is the clear understanding that wherever it is mentioned that the Contractor shall do/performance a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

2. DEFINITIONS

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:
- b. The COMPANY means HPCL BIOFUELS LTD, (A Wholly owned subsidiary company of Hindustan Petroleum Company Limited) a company incorporated in India having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013 and shall include its successors and assignees.
- c. Goods / Materials.: Goods and/or Materials shall mean any of the articles, materials, machinery, equipment, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. Vendor / Seller / Supplier. Vendor / Seller / Supplier shall mean the person, firm or Company to whom this Purchase Order is issued.
- e. Contractual Delivery Date: Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Dispatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw

materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.

- f. Inspectors.: Inspectors deputed by Company.
- g. Total Order Value. Means:-
 - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
 - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. Total Order Value. Shall be considered for the purpose of calculation of:
 - 1. Price reduction on account of delay
 - 2. Payment of advance, if any to be made.

Note: - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

3. REFERENCE FOR DOCUMENTATION

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

4. CONFIRMATION OF ORDER

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

5. COMPLETE AGREEMENT

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

6. INSPECTION-CHECKING-TESTING

- a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or dispatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator shop and at the time of actual dispatch before and after completion of packing. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other Reputed inspection agencies as may be nominated by the Company.
- b. Before shipping or dispatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
- c. The vendor shall inform the Company at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.

- d. The vendor shall provide free access to inspectors during normal working hours at Vendor or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- e. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipment and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
- f. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Company and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
- g. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Company shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

7. OFFICIAL INSTITUTIONAL TESTING

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for Preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Company at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Company and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

8. WEIGHTS AND MEASUREMENTS

- a. All weights and measurements recorded by the Company on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
 - i. Unit net weight
 - ii. Unit gross weight (packing included)
 - iii. Dimensions of packing.

9. DISPATCH INSTRUCTIONS

- a. Unless otherwise specifically advised in writing, goods shall not be dispatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.
- b. In case dispatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Company due to Vendor's booking the material under a wrong classification shall be to Vendors account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Company's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.

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

10. PACKING AND MARKING

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words .HANDLE WITH CARE., .THIS SIDE UP. and .FRAGILE..
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:
- i. From: Address of Supplier / Sub-supplier.
 - ii. For: HPCL Biofuels Ltd. _____ (location)
 - iii. Item:
 - iv. Package No. : _____ of total packages
 - v. Dimensions: _____ (Dimensions of each package)
 - vi. Weight: _____ (Weight of each package)
 - vii. Special Instruction for storage, if any.
 - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
- ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
1. Mandatory Spares.
 2. Commissioning Spares.

11. SHIPMENT AND SHIPMENT NOTICES

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform dispatch particulars to Company by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, and default on the part of the Vendor will be to Vendor's account.

12. CONTROL REGULATIONS

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

13. TRANSIT RISK

Transit Risk insurance shall be covered by the Vendor.

14. RESPECT FOR DELIVERY DATES.

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

15. PRICE REDUCTION FOR DELAYED DELIVERY

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

NOTE:

- a. Price Reduction shall be applicable only on the total contract value and on full complete Week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total contract value and final Price Reduction Settlement to be on undelivered portion in the contractual delivery period.

16. DELAYS DUE TO FORCE MAJEURE

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

17. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

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

18. TRANSFER OF PROPERTY FROM THE VENDOR TO THE COMPANY

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
 - i. Ex-works: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works factory, warehouse, etc.)
 - ii. F.O.R. or F.O.T dispatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Company.
 - iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
 - iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
 - v. Equipment erected by the Vendor: On temporary acceptance at job site.
 - vi. Equipment commissioned by the Vendor: On taking over by the Company for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

19. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to Company. The nature and extent of such levies shall be shown separately.
- c. Anti-Profiteering Clause
GST Act. Anti-profiteering provisions mandate that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

20. TAXES & DUTIES:

- a. GST (CGST, SGST, and IGST as applicable), Customs, Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Company as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. Company shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes / Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the Company shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Company on account of supplier's failure to avail concessions shall be borne by Supplier.
- c. The vendor shall comply with all the provision of GST Act /Rules / requirement like providing of tax invoice, 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 provision to enable HBL to take input tax credit.

- d. In case, HPCL Biofuels Ltd 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.).
- e. Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied, accrued to the Corporation 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.

21. CUSTOMS DUTY (CD) VARIATION

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

22. FOREIGN EXCHANGE (FE) VARIATION

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.
- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Company's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty. FE variation etc. shall be reimbursed only for the actual import carried out.
- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.

i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:

- i. The actual remittance rate.
- ii. SBI Bill selling rate on the date of CDD.

23. TERMS OF PAYMENT

The following payment terms shall be applicable:

(a) Payment shall be release within 30 days after receipt of certified bills at accounts department at location HPCL BIOFUELS LTD. has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL BIOFUELS LTD. bank mandate for e-payment.

Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-

- i. Delivery Challan / Lorry Receipt.
- ii. Manufacturer's Test Certificate
- iii. Inspection/Clearance report
- iv. Manufacturer's Guarantee Certificate

v. SECURITY DEPOSIT:

(a) The vendor, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft up to Rs. 50,000/- and in the form of Demand draft/ Bank guarantee beyond Rs. 50,000/-.

- vi. Any other document specified in the Purchase Order.
- (b) The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- (c) HPCL BIOFUELS LTD. will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- (d) In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- (e) All bank guarantees shall be non-revocable and from Scheduled / Nationalized Banks other than cooperative banks in India and as per HPCL BIOFUELS LTD proforma.
- (f) Bank Guarantees shall be valid till contractual completion period, unless otherwise specified.

24. RECOVERY OF SUMS DUE

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

25. CHANGES

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

26. CANCELLATION / RISK PURCHASE CLAUSE:

- a. The Company reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
 - i. The vendor fails to comply with the terms of this purchase order.
 - ii. The vendor fails to deliver the goods on time and / or replace the rejected goods promptly.
 - iii. The Vendor becomes bankrupt or goes into liquidation.
 - iv. The vendor makes a general assignment for the benefit of creditors.
 - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods are required by the Company for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the Company.
- c. Therefore, in case of Termination of the contract, Company shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/ contractor. In view of paucity of time, Company shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.
- d. The provision of this clause shall not prejudice the right of the Company from invoking the provisions of clause .Delayed Delivery as a fore said.

27. PATENTS AND ROYALTIES

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

28. NON WAIVER

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

29. NON ASSIGNMENT

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

30. PART ORDER/ SPLIT ORDER / REPEAT ORDER

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

31. VENDOR.S DRAWINGS AND DATA REQUIREMENT

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

32. TECHNICAL INFORMATION

- a. Drawings, specifications & details shall be the property of the Company and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Company.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Company shall at all times remain the absolute Property of the Company.

~~33. GUARANTEE FOR SPARE PARTS:~~

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

34. ARBITRATION

- a. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Company Limited (referred to as Company or HPCL BIOFUELS LTD.) 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 Company, another Govt. Company or the Central

- Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
 - d. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
 - e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
 - f. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
 - g. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be 40,000/-per case for transportation contracts and 60,000/-for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid 10,000/-additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
 - h. 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.
 - i. 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. The Appointing Authority is the Chief Executive Officer, HBL.
 - j. Procurement Authorities may mention, if considered necessary, the proper designation such as Chief Executive Officer, HBL or Functional Director etc.

35. JURISDICTION

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

36. PREFERENCE TO MSEs

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Company or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises, the bidder shall be entitled for following:
 - l. Issue of Tender Documents to MSEs free of cost.

- ii. Exemption to MSEs from payment of EMD.
 - iii. Micro and Small Enterprises quoting price within price band of LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
 - c. MSE bidder shall submit the following:
 - (I) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Company or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - II. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

37. VALIDITY OF OFFER:

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

38. INTEGRITY PACT:

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

39. ORDER OF PRECEDENCE

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

40. GENERAL:

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online.

(To be submitted on Letter head / emblem)

BID SECURITY DECLARATION (IN LIEU OF EARNEST MONEY DEPOSIT)

Ref : Tender No _____ Date _____

Sub : Tender title _____

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

1) That M/s. _____ are participating in the subject tender and have submitted our bid in response to the same.

2) That we understand that in compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin(Part-I) dated 19.11.2020 issued by Department of Public Enterprises, the Owner has decided not to ask for furnishing of Earnest Money Deposit (EMD) in the form of Bid Security till the operation of the said Office Memorandum.

3) That in lieu of not furnishing the EMD, we hereby declare that:

a) We will display our commitment to abide by our bid during the tender evaluation process and will not withdraw or modify it or impair or derogate from it in any respect during its validity period i.e. number of days from the date of opening of the Unpriced Bid as sought in the Notice inviting Tender.

b) We will comply with all formalities of signing of the contract/agreement/purchase order and submit performance security within time stipulated in the tender document.

c) On our failure to ensure (a) and (b) above, HBL being the Owner shall be entitled to put us under suspension for its future tenders or ban/blacklist us for a specified period as per its policy. The discretion and decision of HBL in this regard will be final.

d) We will comply with all other formalities which HBL will communicate to us during the bid validity period.

4) The executant and signatory of this Declaration is authorized by the bidder and the bidder undertakes to comply and abide by the above declaration.

Date

Signature

Place

Stamp / seal

DECLARATION NON BLACKLISTED / NON BANNED PARTY

To,

Date:

HPCL Biofuels Limited,
 1st Floor, Shree Sadan,
 Plot No. 09, Patliputra Colony,
 Patna - 800013, Bihar.
 Ph. 0612-2260185

Ref.: Tender No.: HBL/TEN/PUB/21-22/231 for Supply, Transportation, Loading & Unloading of Press Mud on For/Door Delivery Basis to HBL Plant at Sugauli, East Champaran & Lauriya, West Champaran Bihar.

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

We also hereby declare that we have reviewed all the documents mentioned below tender no. **HBL/TEN/PUB/21-22/231** and are acceptable to us

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

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

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: _____

Position in company: _____

Mobile Number(s): _____

Telephone Number (O): _____

Telephone Number (R): _____

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

VENDOR REGISTRATION FORM			
1	Name of the firm of Vendor:	M/s.	
2	Registered Office Address:		
	Address for Correspondence:		
3	Contact Details:	Phone	Fax:
	Email:	Mobile:	
4	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)
*5	Year of Establishment of firm		
*6	Particulars of Registration Certificates by Govt		
*7	Permanent Account No (PAN)		
*8	GST Registration No.		
*9	PF Registration No:		
*10	Type of Job Expertise		
*11	Financial Limit of contract sought for (in Rs Lacs)		
12	Particulars (latest) of contracts handled in PSU/Govt/Reputed Firms		
*13	Annual Turnover of the firm during last three years		
*14	Please mention whether your firm / company is registered in NSIC Unit/ PSE Unit/ SSI		
15	Name & Address of Proprietor/Partner's/Directors:		
	Name	Address For Correspondence	
*	Please Enclose copy of above documents.		
	Date		
	Place :	Signature & Stamp of Vendor	

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

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

SEAL, SIGNATURE & NAME OF THE TENDERER

Note to Bidder:

1. It is mandatory for all the bidders to provide above data, in case bidder is non 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. II to V), If no information given by bidder, it will be presumed that you are agreed our above mentioned terms & condition.